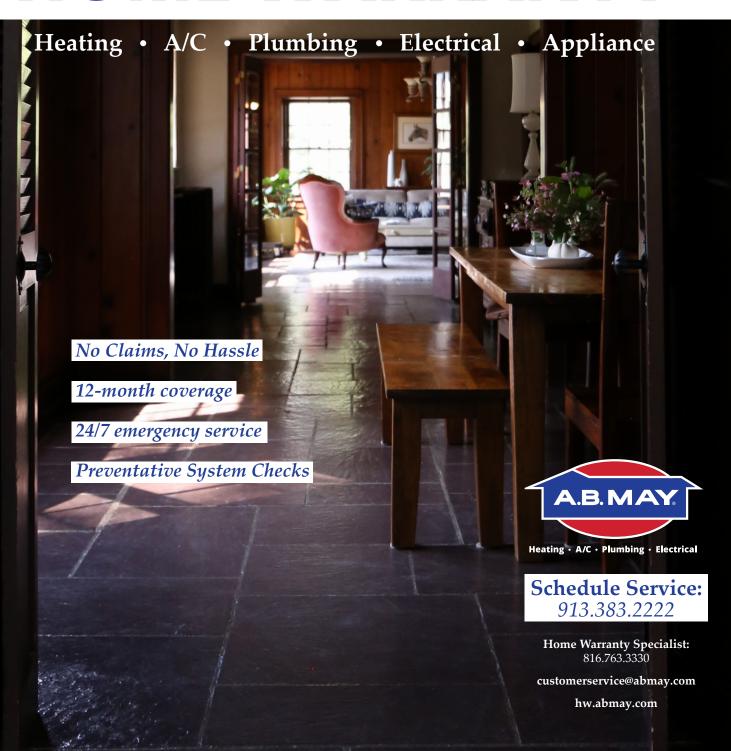
# A.B. May HOME WARRANTY





## **WELCOME TO YOUR NEW HOME!**

Adding a home warranty to your purchase is a great decision that can save you time, stress, and money as a new homeowner. Our warranties cover hundreds of household repairs due to normal wear and tear and optional coverage for many more, but like all home warranties, there are some exclusions. Take a few minutes to read and understand all A.B. May Home Warranty has to offer.

We know things tend to break at the worst times. Whenever a problem pops up, you can feel confident because you have a plan to get things working again. Just call A.B. May. We understand the challenges homeowners face, and we work hard to make it easy for you to do business with us. Plus, our included System Checks proactively take care of home maintenance to improve performance and prevent breakdowns.

#### YOUR A.B. MAY HOME WARRANTY

Your home systems work hard every day, and we are here to keep them running. If something can't be fixed, we'll provide options to replace it. See the trade pages to review coverage for each home system. You can count on exceptional service from start to finish with A.B. May.

Home warranties are unique, so review what's included in your plan. If you have questions, please give our home warranty specialists a call at 816.763.3330.

# **NO CLAIMS, NO HASSLE PROCESS**

Our hassle-free process simplifies and clarifies your coverage and repair options.



Locally owned, everyone at A.B. May calls the KC metro home.



We provide multiple service options with upfront pricing every time.



No claims means no waiting for approval to complete the repair.





## DO THE RIGHT THING GUARANTEE™ Earning Kansas City's trust since 1959

If you don't receive 5-star service before, during, or after your appointment, we want to know. We care about your happiness, and we will work to make it right. What makes us different? For three generations, our family has been committed to doing the right thing, every time. We believe exceptional service builds lasting relationships.

## **WE PROMISE TO:**

- Respect your home
- Answer our phones 24 hours a day
- Respond to emergencies 24/7
- Give our technicians top-level training
- Provide service options with upfront pricing
- Stand by our work
- Provide consistently great service with every call

We realize every home is different, and we will help you find the right coverage options for your home. If you have questions, please call our Home Warranty Specialists at 816.763.3330. We are here to help.

## **HOW HOME WARRANTY OPTIONS WORK**

A.B. May technicians are trained to thoroughly diagnose the problem and present all service options so you can be...



...to make decisions that suit your needs and budget. Most problems will have a covered repair option available for the service fee. In addition, your covered repair cost may be used toward improving or replacing equipment instead. Plus, get a 15% member discount for any repair not covered under the warranty. The right option is the one that you choose!



## A.B. May tackles covered repairs for things like:

- Dripping faucets
- Running toilets
- Broken air conditioners
- Slow drains
- Failed sump pumps
- Bad blower motors
- Faulty water heaters

- Clogged garbage disposals
- Dishwashers that don't drain
- Backed up sewers
- Faulty outlets
- Non-working thermostats
- Leaking showerheads
- Inoperable ceiling fans

## YOUR HOME WARRANTY INCLUDES...

- 24-Hour Emergency Response\*
- Heating & Cooling Repairs
- Electrical Repairs
- Plumbing Repairs
- **Appliance Repairs\*\*** (Gold Plan only)
- Sewer & Drain Clearing
- Heating and Cooling System Check & Clean (Buyer only)
- Plumbing System Check (Buyer only)
- Electrical System Check (Buyer only)
- Drain System Check (Buyer only)
- 15% member discount on non-covered repairs or services
- 12 Months of Coverage

#### **SELLER HOME WARRANTY** (during the listing period)

- \$95 service fee (per trade service call)
- Up to \$500 credit toward covered repairs (per trade service call)
- One-time, \$250 credit towards meeting code requirements
- No waiting period coverage begins immediately after registration

#### **BUYER HOME WARRANTY** (coverage begins at closing)

- \$75 service fee (per trade service call)
- Up to \$2,000 credit toward covered repairs (per trade service call)
- One-time, \$250 credit towards meeting code requirements
- Optional Additional Coverage available
- Plans start at \$399

### PREVENTATIVE MAINTENANCE FOR YOUR HOME

Just like any major mechanical system, home systems need regular attention for top performance. Your home warranty includes System Checks to spot issues that affect comfort, efficiency, and safety. Since these are included in your plan, we do not collect service fees for System Checks unless a customer-approved repair is also completed during the appointment. Be on the lookout for our reminders to schedule.

## **HOW YOUR WARRANTY WORKS...**



**SCHEDULE SERVICE** AT 913.383.2222



UNDERSTAND THE PROBLEM AND YOUR OPTIONS



**EXPERIENCE A JOB** WELL DONE

ANSWER OUR CALL TO CONFIRM YOU ARE HOME



CHOOSE A REPAIR SOLUTION & APPROVE THE WORK



<sup>\*</sup>See p. 14

<sup>\*\*</sup>See plan comparison on p. 11



# **HEATING AND COOLING**

Home Warranty Silver & Gold Plans

Includes up to two heating and cooling systems



one during initial home warranty term, valued at \$208 with no service fee unless a customer-approved repair is also completed during the appointment

Our technicians will test, evaluate, and clean the major components of both your furnace and air conditioner for safety, performance, and efficiency. *Please supply a new filter* for the appointment. Boilers require extra coverage.

#### **INCLUDED REPAIRS**

Repairs to the following components are covered (up to two systems - no age or size limitations during initial home warranty term):

- Heating repairs (furnaces, gas and electric forced air, floor furnaces, heat pumps, and PTAC units)
- Cooling repairs (air conditioners, heat pumps, air handlers, mini-splits, geothermals, and PTAC units)
- Refrigerant\*
- Thermostats
- **Humidifiers** (optional coverage is available for steam humidifiers)
- Diagnostic testing
- Refrigerant leak tests

\*Due to the EPA phaseout, R-22 refrigerant is not a covered option under the warranty.

#### **REQUIRED ADDITIONAL COVERAGE** (See p. 12)

- Additional Heating and Cooling Systems (after second)
- Boiler (Boilers often take more time to service.)
  - *Includes*: thermostats, flue dampers, transformer pilots, thermocouples, pilot safeties, sight glasses, gas valves, electronic ignitors
  - Excludes: piping, radiators, couplers, pumps, gauges, expansion tanks, bleeder valves, pressure relief valves, zoning valves



#### **HEATING & COOLING PARTS UNAVAILABLE**

If the repair part needed for your HVAC system is no longer available through our standard purchasing channels, then a \$2,000 credit will be applied toward the replacement cost. Replacement must be done by A.B. May in order to receive the credit.

Not Included: excluded items\*, code requirements, air conditioner leveling, cost to access, use of crane/lifting equipment, missing parts, incorrect installations, improperly-sized systems, duct cleaning, duct work, germicidal lights, water damage caused by part failures, damage caused by condensation or condensate drain line leaks, boiler leaks, secondary drain pans, evaporator coil cleaning and blower wheel cleaning, pumps and pump components for geothermal and/or water source heat pumps, chillers, gravity furnaces, heating/water heater combo units

We Do Not Service: alternative refrigerant use, well pumps, fuel storage tanks, insulation, cosmetic defects, rust or corrosion, asbestos, silica, bacteria growth, lead, outside or underground piping and components for geothermal and/or water source heat pumps, fireplaces, window units, gas air conditioners, wall mounted heaters, room heaters, oil heating units, wood heating units, portable units, and pellet, cable heat, or under-floor radiant heat systems

\* See general exclusions on p. 13.





#### ELECTRICAL SYSTEM CHECK

valued at \$150 with no service fee unless a customer-approved repair is also completed during the appointment (one per year)

Our electricians will evaluate the electrical panel as well as assess the location and function of smoke and carbon monoxide detectors, GFCIs, and more to ensure your system is in great condition and properly maintained. We also include thermal imaging to check for hot spots in the electrical panel.

#### **INCLUDED REPAIRS**

Coverage provided to the following electrical components that are attached to the main house structure (inside or out) and are up to code:

- Electrical panels and subpanels
- Electrical wiring
- Standard circuit breakers
- Arc-fault breaker troubleshooting (up to 2 hours)
- Electrical outlets
- GFCI outlets
- AFCI and GFCI breaker replacement
- Switches
- Ceiling fans
- Hardwired doorbells
- Central vacuums (motor only)
- Junction boxes
- · Whole house fans



Arc-fault breakers are designed to detect tiny electrical arcs to prevent future failure. Unfortunately, these highly-sensitive breakers can also trip from incompatible devices and everyday electrical activity. Your home warranty covers the breaker itself and up to 2 hours of troubleshooting from a licensed electrician.

Not Included - Conditions: excluded items\*, items damaged by abuse, neglect, or improper use; hazardous/toxic materials, inadequate wiring capacity, branch circuit aluminum wiring, fuse panels, electrical service upgrades, missing parts, power surges, overloads, water damage/ corrosion, low voltage relay systems, knob-and-tube wiring, additional charge for access over 15 feet, ground settling, code requirements

Not Included - Items: generators, light bulbs, batteries, light fixtures, exhaust fans, radon remediation, ballasts, smoke detectors & fire alarms, powered attic ventilaters, detached garages or other structures on the property, timers, expansion sleeves, under-floor radiant heat systems, electrical components on detached structures

We Do Not Service: WiFi/connectivity, security alarms, intercom systems, audio systems, remote controls, garage doors and openers, batteryoperated doorbells, doorbells connected to intercom systems

\* See general exclusions on p. 13.







#### PLUMBING SYSTEM CHECK

valued at \$120 with no service fee unless a customer-approved repair is also completed during the appointment (one per year)

Our plumbing technicians will check your water quality and hardness, evaluate your water heater, and perform a flush (*up to 50-gallon tank*) if recommended. Most manufacturers recommend annual water heater maintenance for improved performance and lower energy bills. Also, they will check your water pressure, valves, garbage disposal, and sump pump for safety and function.\*Excludes tankless and power vent water heaters. A fee will apply for larger tanks.

#### DRAIN SYSTEM CHECK

valued at \$150 with no service fee unless a customer-approved repair is also completed during the appointment (one per year)

Our camera technicians will look inside your sewer line with a video camera to evaluate its condition and catch potential problems before they occur. You will also receive a bottle of micro-biological cleaner to use on your secondary drains to reduce buildup and help prevent clogs.

#### **INCLUDED REPAIRS**

Repairs to the following components are covered:

#### **DRAINS**

- **Drain stoppages, leaks, or breaks** within the foundation walls
- **Sewer line stoppages** will be augered up to 100 feet.

Not Included: Exterior drains, gutters, foundation drains, cracked or broken lines outside the home foundation walls, cost to access, smoke tests

#### GARBAGE DISPOSAL

- Stoppages
- If we are unable to repair it, we will replace it with a standard builder-grade model.

*Not Included*: We do not install hardwired disposals. When replacing a hardwired disposal, a dedicated outlet is required but not included.

## LAUNDRY BOX

#### **GAS LINES**

• Repairs inside foundation walls up to the gas shut off valve on the fireplace

Not Included: Exterior gas lines, fireplace systems, pressure tests

#### **TUB AND SHOWER**

- Valves
- Tub spouts
- Showerheads
- Built-in whirlpool (motors and pump assemblies only)
- Drains
- Diverters

#### **TOILETS**

- Stoppages (no 30-day warranty)
- Mechanical components
- Wax rings
- Toilet seats
- If a toilet is non-repairable due to age or parts unavailable through standard purchasing channels, we will replace it with a standard, builder-grade model.

Not Included: Cracked or broken toilets, tubs, showers, shower enclosures, base pans, or hand-held showerheads. Toilet pull and reset except when repairing wax ring, macerating toilets, bidets, stoppages caused by objects other than natural waste and toilet paper, electronic parts

#### SUMP PUMP

• Properly installed pumps and discharge piping

*Not Included:* Buried lines, batteries, anything more than 2 feet outside the foundation, improperly installed pumps and discharge piping, water-powered sump pumps without a regularly-tested, certified backflow device

#### **FAUCETS**

- All faucets\*
- Instant hot faucets
- Water purifier faucets
- Over-the-stove pot fillers (repair only)
- Hose bibbs

\*If we can't repair your faucet, you have 3 options included with your service fee: 1. replace it with a standard, builder-grade faucet 2. replace it with an upgraded option (extra expense) 3. install your pre-purchased faucet.

#### **PIPES**

- Properly installed interior water and drain pipes
- Water service lines (to the property line). Available only during initial home warranty term.
- Grey poly tubing (restricted to \$500 coverage)

Not Included: Frozen pipes, damage from freezing temperatures and subsequent leaks, improperly installed pipes, curb stops, removing and replacing water service meter

#### WATER HEATER

- First water heater system (Additional water heaters require add-on coverage. Optional coverage is available for tankless or power vent water heaters.)
- Residential standard electric or gas tank systems
- Expansion Tank
- If we can't repair your water heater, we will replace it with a standard 40,000 BTU, up to 50-gallon unit. Replacement comes with a 6-year parts and 1-year labor warranty.

Not Included: Holding or storage tanks, solar water heater components, thermostatic mixing valves, heating/water heater combination units, recirculation lines or pumps

## **PRESSURE REGULATOR** (if present)

#### REQUIRED ADDITIONAL COVERAGE

• Additional water heaters (see p. 12 for pricing)

#### **OPTIONAL COVERAGE** (See p. 12) (EXCLUDES MAINTENANCE AND BATTERIES)

- Tankless or power vent water heaters
- Sewage ejectors inside foundation
- Backup sump pumps (excludes batteries)
- Septic tank inlet/outlet tees and pumping (once per year as necessary). Not included: distribution boxes, access, lateral lines, and pumps within the tank.
- Swimming pools and swimming pools with built-in spas (available only during initial home warranty term) includes single-speed main dry pumps and sand filters. *Not included: heaters, structural defects,* liners, lighting systems, cleaning equipment, removable items, underground electrical, plumbing, gas lines, jets, salt water generators, and multi-speed motors
- Exterior hot tub (not connected to a pool, available only during the initial home warranty term) includes electric heaters, controls, and single-speed pumps. Not included: gas heaters, structural defects, liners, lighting systems, cleaning equipment, removable items, underground electrical, plumbing, gas lines, jets, salt water generators, and multi-speed motors

Additional Plumbing Not Included: General exclusions\*, code requirements, cost to locate, access, installation of customer-supplied fixtures. Water pressure due to mineral buildup. Water quality, color, purity, rust, or mineral deposits. Yard hydrants, water recirculating systems, and water purification systems.

We Do Not Service: EcoWater, lift stations, sprinkler systems, caulking/ grouting, fire suppression systems

\* See general exclusions on p. 13.

If water pressure reading exceeds 80 psi, we will make any agreedupon repairs without a 30-day warranty. A pressure reducing valve is recommended but not included in your warranty.

If an included plumbing item is unrepairable, we will replace it with a standard, builder-grade model that comes with a oneyear warranty. You may be able to apply the cost of your repair toward improving or replacing the item. Upgrades are available at your expense. If a builder-grade unit is unavailable, an automatic upgrade will apply. We cannot guarantee matching finish or brand.





#### **INCLUDED REPAIRS**

Repairs to the following cooking & dishwashing appliances are covered (one of each in the main kitchen):

- Dishwasher
- Range or oven/cooktop (includes double oven) and warming drawer
- Range hood or downdraft
- Microwave ovens (built-in only)
- Trash compactor
- Timers and clocks on built-in microwaves, ovens, and ranges

#### ADD-ON APPLIANCE REPAIR COVERAGE

(Optional, see p.12 for pricing)
For the following appliances:

- Refrigerators
- Washing machines
- Clothes dryers
- Freestanding freezers
- Additional dishwashers
- Additional ranges or ovens/cooktops
- Refrigerator and Laundry Package: includes (one each) refrigerator, washing machine, clothes dryer
- 2nd Kitchen Package: includes (one each) dishwasher, range or oven/cooktop, built-in microwave, trash compactor, range hood/downdraft, and warming drawer

#### **PAYMENT OPTION\***

Sometimes it doesn't make sense to repair an appliance that's close to the end of its useful life. Instead of completing the repair, you can request a check based on the cost of the repair. This payment option is also offered if the model or serial number cannot be read.

\*On Seller Warranties, a check will be offered on proof of appliance purchase.

#### **APPLIANCE REPAIR PROCESS**

Our service vehicles are stocked with hundreds of the most common parts needed to complete your repairs the same day.

- If we need to special order your part, it will be delivered to your home. When it arrives, call us to complete the repair.
- If the part is backordered, we will email you with an estimated delivery date and will notify you if that date changes. When the part arrives at our office, we will call to schedule a time to complete the repair. If the manufacturer does not have an estimated delivery date, we will offer you the option for parts not available (see below).
- If the part isn't available through our standard purchasing channels, we will write you a check in lieu of repair. The amount will be based on the cost of the repair (parts & labor).

Whenever a check is issued instead of a repair, that part will no longer be covered, but the rest of the appliance will remain covered.

Not Included: excluded items\*\*, items damaged by negligence, abuse, or improper use, appliance failures from rust, corrosion, or mineral buildup, cosmetic defects, missing or removable parts including detachable accessories to any covered item, trays, rollers, racks, shelves, drawers, lights (including sockets), switches if it doesn't affect functionality of unit, trim kits, vents, dryer vents, filters, flues, lock and key assemblies, computerized or internet-related features, wine chillers/wine rooms, freestanding ice makers, mini fridges, installation fees

\*\* See general exclusions on p. 13.



# **HOME WARRANTY PLUS PLAN COMPARISON**

		SELLER	<b>BUYER</b> Silver	<b>BUYER</b> Gold
	Systems & Appliances	(Includes Appliances)	311061	(Includes Appliances)
	Price	Free	\$399	\$489
	Service fee	\$95	\$75	\$75
	Discount on non-covered services	15%	15%	15%
	Term of coverage	Listing period	12 months	12 months
APPLIANCE	Dishwasher, range or oven/cooktop (includes double oven), range hood or downdraft and warming drawer, microwave oven (built-in only), trash compactor, timers and clocks on built-in microwaves, ovens, and ranges	•		•
HEATING & COOLING	Heating ( <i>up to 2 systems</i> ), cooling ( <i>up to 2 systems</i> ), thermostats, humidifiers, refrigerant ( <i>R</i> -22 not included)	•	•	•
PLUMBING	Drain stoppages, water heater ( <i>first system</i> ), laundry box, pressure regulator, faucets, showerheads, whirlpool motors & pump assemblies, toilets, sump pumps, water service lines, pipes, garbage disposals, gas lines	•	•	•
ELECTRICAL	Electrical panels, wiring, breakers, fuses, electrical outlets, GFCI outlets ( <i>if already present</i> ), switches, ceiling fans, whole house fans, hardwired doorbells, central vacuums ( <i>motor only</i> )	•	•	•

See trade pages for coverage details and exclusions.

Optional additional coverage (Buyer only): zone controls, steam humidifiers, electronic air cleaners, add-on appliances (refrigerator, washing machine, clothes dryer, freestanding freezer, additional dishwasher, additional range or oven/cooktop), refrigerator and laundry package (includes one of each - refrigerator, washing machine, clothes dryer), second kitchen package (includes one of each - dishwasher, range or oven/cooktop, built-in microwave, trash compactor, range hood/downdraft, warming drawer), septic tanks, sewage ejectors, water softeners, backup sump pumps (excludes batteries), tankless or power vent water heaters, swimming pools and pools with built-in spas (single-speed main pump & sand filter only), exterior hot tubs (electric heater, controls, and single-speed main pump only), duplex, triplex, fourplex, single family two-year agreement.

See next page for more information on pricing.

# **CALCULATE YOUR PRICE**

HOME WARRANTY PLUS PLANS:		
Seller (appliance included, \$95 service fee)	Free to register	
Buyer Silver (appliance not included, \$75 service fee)	\$399.00	
Buyer Gold (appliance included, \$75 service fee)	\$489.00	
REQUIRED ADDITIONAL COVERAGE:		
Additional heating & cooling system (after second)	\$104.00	
Additional water heaters (after first)	\$82.00	
Boiler	\$95.00	
OPTIONAL ADDITIONAL COVERAGE:		
Zone controls (excludes boiler)	\$200.00	
Steam humidifiers	\$180.00	
Electronic air cleaner	\$52.00	
Ultra violet light (excludes bulb)	\$54.00	
Septic tank	\$105.00	
Sewage ejector	\$138.00	
Water softener	\$105.00	
Backup sump pump (excludes batteries)	\$82.00	
Tankless or power vent water heater	\$105.00	
Swimming pool (single-speed main pump & sand filter only)	\$230.00	
Swimming pool with built-in spa (sharing common equipment, single-speed main pump & sand filter only)	\$250.00	
Exterior hot tub (electric heater, controls, and single-speed main pump only)	\$137.00	
<b>Duplex</b> (Gold only. Call for additional pricing options.)	\$884.00	
<b>Triplex</b> (Gold only. Call for additional pricing options.)	\$1,254.00	
Fourplex (Gold only. Call for additional pricing options.)	\$1,675.00	
Single family two-year agreement (Gold only.)	\$899.00	
ADD-ON REPAIR COVERAGE (OPTIONAL - HOME WARRANTY PLUS GOLD ONLY):		
Add-on appliances (each appliance - refrigerator, washing machine, clothes dryer, freestanding freezer, additional dishwasher, additional range or oven/cooktop)	\$82.00	
Refrigerator and laundry package (includes one of each - refrigerator, washing machine, clothes dryer)	\$171.00	
<b>2nd kitchen package</b> (includes one of each - dishwasher, range or oven/cooktop, built-in microwave, trash compactor, range hood/downdraft, and warming drawer)	\$171.00	
TOTAL AM	OUNT DUE:	

We realize that every home is unique, and we will work with you to find the right coverage options for your home. Give our home warranty specialists a call at 816.763.3330 for help calculating your price or more information.



- We are not responsible for unmet code requirements or design limitations. We are required to upgrade to code (at your expense) when completing an authorized repair. We are also not responsible for any pre-existing mechanical failures or defects that could have been detected by a simple mechanical test or visual inspection on the first day of the term of this warranty. (A visual inspection verifies the unit is structurally intact with no damage or missing parts. It should appear operational. A simple mechanical test turns the unit off and on to verify that it operates without causing smoke, damage, unusual sounds or other abnormal outcomes.)
- This warranty does not cover:
  - The expense to gain access or the expense to repair the damage necessary in order to gain access, such as but not limited to, landscaping, paving, concrete, sheetrock, paint, wallpaper, flooring, carpet, ceramic tile, bathtubs, or shower enclosures.
  - The cost of acquiring necessary work permits.
  - The cost to install customer-supplied fixtures.
- We are not responsible for concealed/camouflaged damage, contractor or customer damage, improper installation, over/ undersized or mismatched equipment, and damage due to abuse, misuse, or neglect (including coil and blower cleaning).
- This warranty does not include cosmetic defects, missing parts, detachable accessories, batteries, light bulbs, grout, caulking, cracked or broken tubs, toilets, showers, sinks, tile, floors, subflooring, or light fixtures.
- This warranty does not include damage to any item as a result of fire, smoke, water, weather events, earthquakes, ground settling, theft, war, vandalism, riots, hazardous materials, rust, corrosion, power surges, power failures, acts of God, or pest/pet damage.
- We are not liable for property damage or personal injury that results either from the failure of any component, system, or appliance.
- We are not liable for our delay or failure to provide service due to conditions beyond our control such as unavailability of materials or labor difficulties.
- We are not responsible for foundation and building structure repairs, wells, and cisterns.
- We are not responsible for odors, noises, inadequate airflow, mold, fungus, chemicals, asbestos, silica, lead, or the treatment for wood infestation or other insects.
- Repair of damage resulting from alterations or additions made to the property is not included in this warranty.
- This warranty does not include computerized, WiFi, or internetrelated features.

- This warranty applies only to single-family residences including those within condos, townhouses, duplexes, triplexes, and fourplexes. It does not cover mobile homes. Outbuildings, detached garages, and other structures on the property are not included in this warranty.
- We must be notified during the warranty term in order for an item to be repaired under this warranty.
- We base replacement items and credits on builder-standard grade makes and models. We are not responsible for matching color, finish, or brand.
- We will not be responsible for replacing combination appliances when the failure of one component does not affect the operation of the remaining appliances within the unit.
- We will not reimburse other vendors for service performed without our prior approval.
- Flue inspections will be limited to three feet or the distance from the unit to the first entry point (i.e. wall, ceiling, etc.), whichever is shorter.



## **TERMS AND CONDITIONS**

This warranty is between only the seller or buyer (*referred to as "you"*) of the property shown on the warranty confirmation and A.B. May (*referred to as "we"*).

This warranty covers only the systems and appliances noted on the warranty confirmation and located on the covered property. We will repair covered items that are in good working condition on the first date of the term of this warranty. If something can't be fixed, we'll provide options to replace it. See the trade pages to review coverage for each home system. Unrepairable appliances will be issued a check based on the cost of the repair (*see p. 10*). We and other companies under our direction will provide services for coverage outlined in this warranty. All covered items are subject to these terms and conditions.

See p. 13 for general exclusions and limitations.

#### **TERM**

Seller coverage begins when we issue the warranty confirmation number and will remain active throughout the initial listing period, up to 180 days. Buyer coverage is effective on the date of closing, subject to receipt of payment, and will remain in effect for 12 months. We reserve the right to inspect the covered property and all covered appliances and systems before issuing this warranty.

#### **PRICE**

The base price for this warranty is \$399 for Home Warranty Silver and \$489 for Home Warranty Gold (*see p. 11-12 for pricing*). Payment, including required additional coverage and any optional coverage selected on the warranty confirmation, is due and payable at closing. It must be received by us within 14 days. Your payment signals the acceptance of the terms of this warranty. *Failure to make payment on time will result in suspension of service*. A home warranty may be added for up to 30 days after closing. Optional Additional Coverage and Add-on Appliance Repair Coverage (*Home Warranty Gold only*) may be added for up to 45 days from closing.

#### REOUIRED COVERAGE

Additional coverage is required for homes that have a boiler, more than one water heater, or more than two heating and cooling systems. Required coverage fees are due and payable at closing. Service to any heating and cooling system and/or water heater will not be covered without the additional required coverage. *See p. 12*.

#### **EMERGENCY RESPONSE**

For emergencies, we will respond within 24 hours of notification. We define emergency as the failure of a covered item which may cause personal injury or substantial damage to property if not addressed within 24 hours of notification. No after-hours fees apply to emergency service.

#### **SERVICE HOURS**

You need to provide access to the covered property and be present for repairs. An additional after-hours service fee of \$50 may apply for service appointments scheduled outside normal business hours.

#### SERVICE FEE

A service fee will be charged for each trade service call. A trade service call is determined by the type of technician (heating, cooling, plumbing, electrical, appliance) who diagnoses and completes the repair. Service calls for different trades cannot be combined into one call or service fee.

We will guarantee repairs performed under this warranty for 30 days. Exclusions are outlined in this brochure and in writing at the time of repair. We will charge \$25 for any returned check or insufficient bank account debit. **Note to Kansas residents: Tax will be added to appliance service calls.** 

#### LIMITATIONS OF LIABILITY

- Our obligation is only to you and is limited to the terms defined in this brochure.
- $\bullet \ \text{Maximum coverage under this warranty is $2,000 \ per \ trade \ service \ call \ for \ buyers \ and $500 \ per \ trade \ service \ call \ for \ sellers.}$
- Home Warranty includes a one-time \$250 credit for buyers and sellers towards meeting code requirements or conditions that existed before the first day this warranty was in effect.
- Due to the EPA phaseout of R-22 refrigerant, R-22 refrigerant is not a covered option under the warranty.
- \$500 maximum for grey polybutylene pipe.
- We will not be liable for damage from condensation leaks, frozen pipes, or drains.
- We will not be liable for consequential damages.

#### THIS WARRANTY IS NOT A CONTRACT OF INSURANCE

#### RENEWAL AND TRANSFER

At our sole discretion and option, you may renew this warranty monthly at the end of your initial term. Renewal warranties continue monthly upon payment at the current renewal rate. You will be notified of any price or term changes 30 days before your renewal, and you will have the opportunity to opt out before your renewal is processed.

# **TERMS AND CONDITIONS**

(Continued)

If the covered property is sold during the terms of the warranty, you may transfer the warranty to the new home buyer (transferee).

Only covered items included in the home sale will continue to be covered. For a transfer to be effective, the transferee must notify us in writing of the sale and provide the transferee's contact information by emailing homewarranty@abmay.com within 30 days of closing on the covered property.

We reserve the right to inspect the covered property and all covered appliances and systems before renewing or transferring the warranty.

#### **DISCOUNTS ON NON-COVERED ITEMS**

A 15% member discount on non-covered repairs is included in your home warranty. The price quoted at the time of service will reflect this discount. For new equipment and sewer replacement, other promotions and discounts may apply.

#### **TERMINATION**

We may terminate this warranty without notice:

- If you fail to pay service call fees.
- In the event of fraud or misrepresentation by you of any fact or circumstance relating to the appliance, electrical, or mechanical systems.
- If the safety or comfort of our technicians is compromised in any way at the covered property. Upon such termination, we will refund the prorated amount of the price you paid for any time left on the term of the contract.

#### TERMINATION FOR NON-PAYMENT

If you fail to make any payment as required by this warranty, we may terminate the warranty without notice. You acknowledge that all services have been provided under the warranty at a discount and agree that you will be responsible for the full price of all services provided to date at the current rate for like services not provided under a warranty. We will bill you for those services, and payment will be due and payable upon receipt. If this warranty is referred for collection or legal action, you agree to pay us all interest, costs, and expenses including reasonable attorney's fees that we incur.

#### MODIFICATIONS

We may update the terms of this home warranty from time to time, and we will post the newest version of our brochure on our website with the date published on the final page. We will notify you directly with any material changes to your home warranty. If at any time you do not agree to the changed terms, you may cancel. By making payment, you signal acceptance of the terms of this home warranty.

#### **PRIVACY**

A.B. May respects your privacy and wants to let you know that we may use your information in an aggregated manner with your personally identifiable information removed for marketing and other similar uses.

#### **LEGAL MATTERS**

The laws of the state where the covered property is located govern the interpretation of this warranty and all other claims.

Each party waives its right to a jury trial in any court action arising among the parties under this warranty or otherwise related to this warranty, whether made by claim, counterclaim, third party claim, or otherwise.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. A.B. May aims to resolve all claims informally if possible. All disputes must first be submitted to the other party as a formal, written complaint and allow at least 30 days for resolution. This can be emailed to resolution@abmay.com with the subject line: Formal Dispute.

#### SEVERABILITY AND WAIVER

If any part of this warranty is declared invalid, unenforceable or impaired in any way, the validity of the remaining portions will remain in effect as if the warranty had been executed without the invalid portion. The waiver of a breach of any term or condition of this warranty does not constitute the waiver of any other breach of the same or any other term. In order to be enforced, a waiver must be in writing, signed by the waiving party.

#### **ENTIRE AGREEMENT**

The warranty confirmation and brochure contain the entire agreement between you and us. It supersedes any prior oral or written agreement. Any modifications must be in writing signed by both parties.

#### RELATIONSHIP WITH REAL ESTATE FIRM

The named Real Estate firm represents the seller or buyer as well as markets and registers our home warranty products and services only. Purchasing a warranty is not a condition for the purchase of the covered property.







"A.B. May has been the best service company I've ever used. They were so fantastic through our home warranty that we decided to keep them yearly. I would recommend this company for each and every type of service they provide."

Angela, Google

"The best service and employees in town! Totally professional problem solvers!!

We have used them for equipment, installation, service and maintenance!!

Five Stars all the way!!"

Tara, Facebook

"Being a first-time homeowner, I was told horror stories of dealing with home warranty claims... My experience with A.B. May could not have been further from those stories! My technician was on time, polite, explained what he saw, and gave me options on how we could proceed with the repair or replacement. I never felt pushed to make a decision and could tell the technician had the experience, insight, and expertise that I could trust! I could not be happier with my A.B. May experience and would recommend them for service in a heartbeat."

Logan, Google

#### For more information

speak to your agent, visit hw.abmay.com or call our home warranty specialists at 816.763.3330

To schedule service

call 913.383.2222