



innovate
HOME WARRANTY



Seeing you through the unexpected
With your choice to choose your own licensed contractor



Email: summer@innovatehomewarranty.com
Mobile: 208.957.1768 Main: 208.514.6894

V.04.24

GET MORE FROM YOUR
HOME WARRANTY



ANNUAL A/C AND HEATER TUNE-UPS

Includes a comprehensive annual tune-up for your A/C in the Spring and heater in the Fall

*Service call fee required, must use ihw contractor, service call fee charged per unit



RE-KEY SERVICE

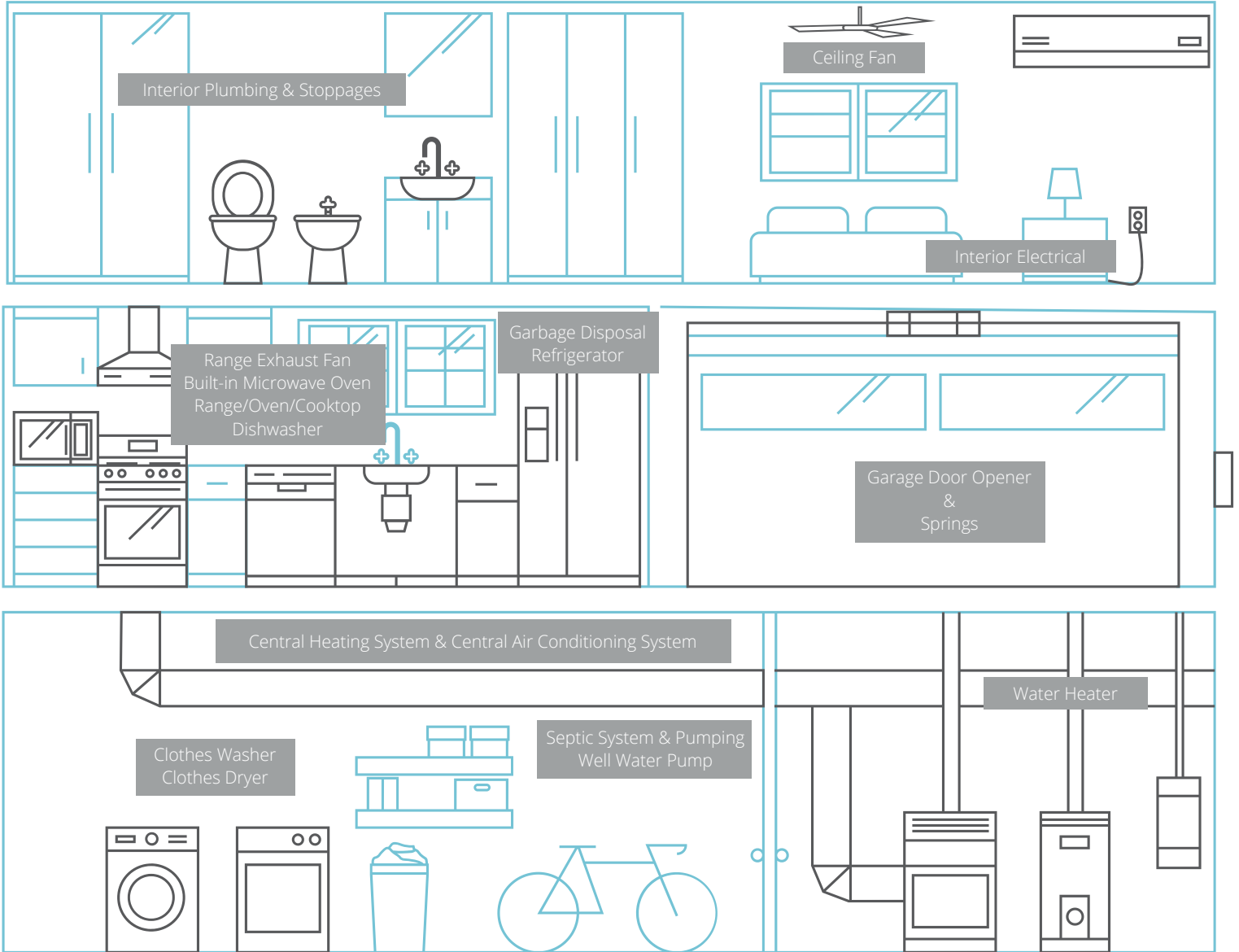
An Innovate home warranty also includes re-key service for up to six key holes, including dead bolts.

*Service call fee required, must use ihw contractor



ONE AMAZING PLAN

\$500 per year **\$80** service call fee



NEW CONSTRUCTION HOME WARRANTY

Years 1-3 or 2-4 \$800

FREE LISTING COVERAGE

www.innovatehomewarranty.com
Main: 208.514.6894



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HOME WARRANTY

AIR CONDITIONING AND HEATING SYSTEM

a. Central Air Conditioning

Included: All components and parts of the primary ducted electric central air conditioning system.

Excluded: Ductwork, filters, humidifiers, electronic air cleaners, UV lights, registers, outside or underground components, wall units, portable units, window units, non-ducted wall units, humidifiers, chillers, outside or underground piping, components for geothermal systems, registers, ductwork, zone controls, dampers, crane costs, leak detection tests, damage from pet urine, damaged fins.

Maximum annual coverage: \$2,500

b. Central Heating System

Included: All components and parts of the primary ducted forced air, gas, or electric central heating system (this equipment includes heat pump systems and packaged HVAC systems)

Excluded: Space heaters, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, zone controls, dampers, fireplaces of any kind (even if main source of heat), water source heat pumps, boiler and radiant heat systems, wall units, portable units, solar heating, oil or diesel heating, mini split systems, cracked heat exchangers that were cracked prior to the home warranty going into effect, units in excess of 5-ton capacity, window units, ductwork, non-ducted wall units, humidifiers, chillers, outside or underground piping, components for geothermal systems.

Maximum annual coverage: \$2,500

Electrical System

a. Electrical

Included: Wiring, panels and sub panels, plugs, switches, GFI and fuses, junction boxes, circuit breakers, conduit, exhaust fans, ceiling fan motor (Innovate Home Warranty will pay up to \$150 for a replacement fan and thermostats, attic fan, range hood.

Excluded: Light fixtures, wireless remotes, ballasts, telephone wiring, heat lamps, intercoms, alarms, electronic or computerized energy management or lighting and appliance management systems, alarm systems, doorbell and related wiring, chimes, saunas or steam rooms, smoke detectors, patio and exterior outlets

Maximum annual coverage: \$500

Appliances

a. Dishwasher

Included: All components and parts that affect the operation and heating operation of the unit.

Excluded: Racks, baskets, rollers, springs, removable trays, interior lining, lock and latch assemblies, door handles, hinges, seals

Maximum annual coverage: \$500

b. Kitchen Refrigerator

Included: All components and parts that affect the cooling operation of the unit.

Excluded: Racks, shelves, lighting, handles, water line, water dispensers, ice makers, interior thermal shells, wine coolers, mini refrigerators, door handles, door seals and gaskets, hinges, lock and latch assemblies, glass, AV equipment, internet connections

Maximum annual coverage: \$1500

c. Microwave

Included: For built in microwaves, only all components and parts that affect the heating or cooking operation of the unit.

Excluded: Interior lining, door glass, clocks, racks, knobs, meat probes, rotisseries, door handles, lock and latch assemblies, hinges, seals

Maximum annual coverage: \$350

d. Oven/Range/Cooktop

Included: All components and parts that affect the heating operation of the unit.

Excluded: Rotisseries, microwave/oven combo units, lights, knobs, dials, racks, baskets, removable trays, door glass, interior lining, meat probe assemblies and clocks, door handles, lock and latch assemblies, hinges, seals, glass or ceramic cooktops, accessories, self-cleaning mechanisms.

Maximum annual coverage: \$800

e. Washer & Dryer

Included: All components and parts that affect the operation of the unit.

Excluded: Plastic mini-tubs, soap dispensers, door handles, lock and latch assemblies, hinges, seals, filter/lint screens, knobs & Dials, interior thermal shells, trim kits, "all-in-one" units venting and damage to clothing

Maximum annual coverage: \$800

Plumbing

a. Plumbing & Drains

Included: Within the perimeter of the main foundation of the home: Toilet flapper and fill valve, faucets, water heater (up to 80 gallons) that completely fails, water heater drip pan (if needed with replacement of water heater), expansion tanks, pressure relief valve, temperature and pressure valve, shower valve, drain line clogs snaked (120 ft through available access), isolation kit, vents, flues, shower heads, shower arms, bath tub drain and overflow, sump pump (clean water only) interior hose bib, sewage ejector pump, main water shut off valve, whirlpool motor, whirlpool pump, pop-up assemblies, diverter valve, garbage disposal, tub facet.

Excluded: Sinks, bathtubs, exterior hose bibs, filters, shower pans or enclosures, tub enclosures, hydro Jetting, toilet seats, toilet lid, toilet bowl or tank, caulking or grouting, wax rings, recirculation pump, roof access for blockage, root damage, loss due to chemical or mineral deposits, water softeners, removal of toilets, camera services, anything outside of the perimeter of the main foundation.

Maximum annual coverage: \$1,500

MISCELLANEOUS

a. Garage Door Opener

Included: Motor, capacitor, eye sensors, switches, receiver unit, carriage, push arm, hinges, keypad, remote transmitter, springs

Excluded: Garage doors, lights, adjustments

Maximum annual coverage: \$500

b. Septic System

Included: Septic tank and line from house, baffles, sewage ejector pump, aerobic pump, jet pump and switches.

Excluded: Drain field, tile fields, leach beds, clean out, insufficient capacity, blockages from tree roots or foreign objects, leach lines, field lines, the cost of locating or gaining access to tank, chemical treatments, septic pumping

Maximum annual coverage: \$500

c. Well Water Pump

Included: Pump, valves and regulators for main dwelling

Excluded: Holding or storage tanks, digging, locating pump, re-drilling of wells, well casings, pressure tanks, pressure switches or gauges, piping, electrical lines, screens, pumps used for lawn sprinklers or other like systems

Maximum annual coverage: \$500

d. Annual A/C and Furnace Tune Up

Included: Visual inspection of HVAC equipment components and ductwork, Verification of electrical components including motor amp draws, capacitor outputs and control and safety operations, Cleaning of minor components like flame sensors and others to avoid nuisance shutdowns, Temperature rise and drop tests to confirm reasonably correct airflow and refrigerant levels. A/C tune up April and May only. Furnace tune up September and October only. Service call fee required for each unit, must use ihw contractor.

e. Rekey

Included: 6 key holes including dead bolts and 4 keys.

Excluded: Replacement of doorknobs, adding dead bolts

Service call fee required, must use ihw contractor.

PLEASE CAREFULLY READ THESE STANDARD REAL ESTATE BUYER'S TERMS AND CONDITIONS PLUS YOUR INVOICE (COLLECTIVELY, THIS "CONTRACT").

Throughout this Contract, the words (i) "we", "us", "our", "IHW", and the "Company" refer to Innovate Home Warranty, LLC, and (ii) "you", "your" and "Real Estate Buyer" refer to the person contracting for services covered by this Contract identified on the Company's invoice executed by you (the "Invoice") describing the real property (the "Property"), duration of this Contract, and amount owed by you in consideration for our agreement to provide the services. These terms and conditions apply to all Contracts between the Company and purchasers of real estate who elect Innovate Home Warranty as indicated on your invoice.

1. General.

This is a contract for the repair or replacement of the home appliances and systems specified in this Contract (the "Equipment") that break down due to normal wear and tear. This is not a contract for insurance. If a system, appliance, part, or service is not listed, it is not covered by Innovate Home Warranty. This contract supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

2. Coverage; Coverage Period; Payment: Subject to the Limitation of Liability set forth in Section 3 of this Contract

a. This Contract covers only the Equipment located at the Property as specifically identified in the Contract for the service(s) on your Invoice. Repair or replacement of covered Equipment is subject to maximum annual dollar limits as provided in this Contract. In aggregate, and notwithstanding anything to the contrary as may be set forth in this Contract, the Company will pay no more than \$15,000 per year for covered Equipment in this Contract.

b. Home Seller's Coverage (for listing/closing period): Seller's coverage is available only in conjunction with the purchase of coverage for Home Buyer. Coverage becomes effective the day the application is received by us and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur in the 180-day period, we may, at our sole discretion, extend the seller's coverage period. Pre-existing conditions are not covered for the Home Seller. Known defects of covered items found at the time of home inspection are excluded from coverage until proof of repair or replacement by a licensed professional is received by us. Maximum annual seller coverage: \$1000

c. Plans are normally purchased as part of a Real Estate transaction. If you are not involved in a resale transaction, Plan fees, terms or coverage may vary. Please call for a quote. Coverage is effective 30 days following receipt of payment by us. Pre-existing conditions are not covered for homes not going through a real estate transaction.

d. The Plan will be renewed at our discretion. If your Plan is eligible for renewal, we will notify you of the Plan fee and terms of renewal approximately 45 days prior to expiration of coverage. To ensure there is no lapse of coverage, payment must be received prior to Plan expiration. Plan fees may increase upon renewal.

e. If this contract is for a property that is newly constructed and the new construction option is selected, plan fees, terms or coverage may vary.

f. For multiunit dwellings please call innovate Home Warranty for pricing.

g. IHW has the sole right to decide whether to repair, replace or offer Cash in Lieu of the Equipment. When replacement or cash in lieu is necessary, Innovate Home Warranty will attempt to match the item/money being offered with item similar in features, but not obligated to match for color, dimensions, or manufacturer name brand. When Cash in Lieu is given IHW is no longer responsible for the repair or replacement of the new or old item. Should you decide to replace any Equipment with respect to which the Company has decided to cover the repair, the Company will only pay the amount the repair would have cost (less the applicable service fee), and you will be responsible for the difference in cost between repair and replacement. In the event parts for the repair are not available Innovate Home Warranty will give you the cost of the repair to put towards a new unit (less the applicable service fee).

h. Coverage under this Contract becomes effective when full payment of your warranty coverage is processed by innovate Home Warranty. If payment is not received within fourteen (14) days after such closing date, the Company has a right to cancel this Contract and pursue reimbursement for any claims previously paid, subject to any state specific cancellation limitations.

i. You will be required to pay the lesser of the applicable service fee of \$80 to our preferred contractor or the actual cost of the service fee to your selected contractor for each service request. If you require service after-hours, during the weekends or holidays, the service call fee is \$140. If the selected contractor repairs or replaces Equipment that is not covered by this Contract, or charges more for the service than our coverage limits, you will be required to pay the excess expenses.

j. In order to receive coverage for covered items all items must be in proper working order on the effective date of this contract and must become inoperable due to normal usage on or after the effective date of this contract. You continue to be responsible for normal maintenance on all covered Equipment. Equipment is not covered under this Contract unless it is in safe working order at the beginning of coverage. To be covered, Equipment must be installed and located within the perimeter of the home. This Contract provides coverage for unknown defects only if the defect is not detectable through an inspection or mechanical test. The Company may require additional documentation (home inspection, service records) to confirm compliance with these terms and conditions in the event coverage is requested for unknown defects. Known defects of covered items found at the time of home inspection are excluded from coverage until proof of repair or replacement by a licensed professional is received by us. In the event the inspector states to have the items check out by a certified contractor IHW has the right to deny the service request if this was not performed.

3. Limitation of Liability. Notwithstanding anything to the contrary set forth in this Contract:

a. Innovate Home Warranty will not cover any services performed on Equipment without Company's prior authorization or outside of the Coverage Period. Innovate Home Warranty does not offer reimbursement for services performed on Equipment without company's prior authorization. Further, the Company will not cover costs or repairs related to previous improper installations or previous repairs of Equipment or the failure of Equipment to meet any code or legal requirements.

b. The Company will not cover any damage to Equipment due to failure to maintain Equipment as instructed by manufacturers. Further, the Company is not liable for repairing any Equipment with manufacturer's defects or under manufacturer's warranty. The Company is not liable for indirect, incidental, special, or consequential damages, lost or imputed profits or revenues, or personal injury from a covered item even if advised of the possibility. Innovate Home Warranty does not cover secondary damage. Innovate does not cover items that are noted on an inspection report unless proof of repair is provided by a licensed contractor prior to the close of escrow and the item is in good working order. Innovate Home Warranty's responsibility is to cover the items mentions as included and not the damage caused by the failure of the covered item.

c. The Company is not responsible for failure to provide reasonable service due to circumstances beyond its control. The Company will not be obligated to cover repairs to commercial grade or leased Equipment. Valuing systems beyond normal life expectancy will be at the sole discretion of the Company.

d. This contract does not cover repairs or replacement required as a result of fire, freezing, flood, hail, wind damage, lightning, smoke, earthquakes, vandalism, neglect, misuse, abuse, missing parts, components, or equipment, cosmetic defects, design flaws, structural defects, power failure, shortage, outage, surge or overload, inadequate capacity, or damages due to pests, or pets.

e. Innovate Home Warranty is not responsible for damage, malfunction, repair or replacement caused by one of our preferred contractors. In the event there is a dispute homeowner must work with contractor directly.

4. Cancellation: This service contract may not be cancelled by you or IHW during the coverage term, except when:

- a.** Payment of the contract fees are not received;
- b.** Fraud or misrepresentation has occurred;
- c.** The sale of the structure to be covered does not take place.
- d.** Upon mutual agreement between contract holder and IHW

If Plan is cancelled, you shall be entitled to a Pro-rated refund of the paid Plan fee for the unexpired term less service cost incurred and a \$150 processing fee. If a refund calculation results in you owing us for services rendered, we will bill you the net amount due or the unpaid Plan Contract fee, whichever is less.

5. Important Dispute Resolution: This Plan is subject to Arbitration. Please read carefully as you will be giving up various rights to have disputes resolved in court and/or as part of a multi-party or class proceeding. Most of your concerns about the Plan can be addressed simply by contacting us at 208-514-6894. In the event we cannot resolve any dispute with you, this Plan will be subject to the Arbitration Provision. Please read it carefully. Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi-party or class proceeding. If you do not want to agree to this provision, we may agree to cancel your Plan. Otherwise, this arbitration provision will be applicable.

6. Arbitration: By entering into this Agreement the parties agree and acknowledge that all disputes they have that involve us or arise out of actions that we did or did not take, shall be arbitrated as set forth herein if the claim is more than the applicable small claims court jurisdictional limit. The parties further agree that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

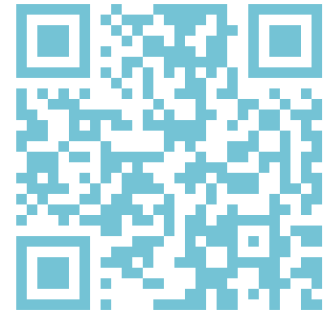
All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled as follows:

1. Small claims court; for claims within the applicable small claims court jurisdictional limit, or
2. Final and binding arbitration held in the county of the covered property address (or other location mutually agreed upon by both parties) for claims more than the Small Claims Court jurisdictional limit.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 800.778.7879. The Company agrees to pay the initial filing fee if the customer cannot afford to pay the fee or to reimburse the customer for filing fees unless the arbitrator determines that the claim is frivolous. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

This contract supersedes all other and previous contracts. To view the updated pricing and coverages please visit our website.

3 Step Easy Claims Process



**scan to place a
service request**

1. Place a service request

First, make sure the item is covered by your plan.

If the item is listed as covered, take a picture of the above QR code to access your portal, call our customer service department at 208-514-6894 or go to www.innovatehomewarranty.com

2. Repair:

Once a licensed contractor arrives, they must first diagnose your problem.

Important: Before the contractor does any work, please have the contractor call Innovate Home Warranty with the diagnosis.

A customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

3. Call us back at (208) 514-6894

After the work is performed to your satisfaction:

Call us after you are satisfied with the work and we will arrange our portion off the payment to the licensed contractor.

You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected licensed contractor.

If your selected licensed contractor provides repairs or replacements to items not covered or charges more than our allotted coverage limits, you will be required to pay those expenses.

Service will not be made without prior approval.



ORDER APPLICATION

ORDER ONLINE

www.innovatehomewarranty.com

BY PHONE

208.514.6894

OR EMAIL

orders@innovatehomewarranty.com

CONTRACT INFORMATION

PROPERTY ADDRESS

Street Address

City

State

Zip

BUYER'S INFORMATION

Buyer's Name(s)

Phone

Email

Buyer's Agent

Buyer's Agent Phone

Buyer's Agent Email

Real Estate Company

SELLER'S INFORMATION

Seller's Name(s)

Phone

Email

Seller's Agent

Seller's Agent Phone

Seller's Agent Email

Real Estate Company

ESCROW INFORMATION

Escrow Company

Escrow Officer

Phone

Escrow Officer's Email

Closing Date

PLAN SELECTION

- \$500 Residential single-family homes
- \$800 New Construction years 1 - 3
- \$800 New Construction years 2 - 4
- Free Listing Coverage