

Tomie Raines Home Warranty

www.tomieraines.com

See inside for details regarding... Basement coverage & a 2nd year of extended coverage



**BERKSHIRE
HATHAWAY**
HomeServices

Tomie Raines
REALTORS®

1400 Abbot Rd., Suite #200, East Lansing, MI 48823

The Tomie Raines Home Warranty

A Superior Home Protection Plan With Unmatched Coverage and Features

- **Basement Coverage Included***
- **Guaranteed Claim Coverage with Inspection Report***
 - **Some Homes Qualify for a Free Second Year of Coverage for Roof, Plumbing, Furnace and Electrical***

Tomie Raines Home Warranty, LLC offers a comprehensive home protection plan better than any in the industry. No one offers basement coverage, guaranteed claim coverage with submittal of an inspection report, or a second year of free coverage for your home's major systems if your home qualifies. In addition you can upgrade coverage to include above and below ground swimming pools and much more. Home Sellers can receive seller coverage **ENTIRELY FREE** and purchase buyer coverage only if the house sells. The fee will be deducted directly from the proceeds without any inconvenience or up-front costs.

A Home Warranty Makes Sense For Both Buyers And Sellers

- The National Home Warranty Association has reported that, on average, warranted homes sell 50% faster than unwarranted homes.
- Gallup Poll reports 8 of 10 buyers prefer a home with a warranty and it will make a home stand out from the competition.
- According to Business Week warranted homes are perceived as a safer investment and on average sell for up to 3% more than unwarranted homes.
- Home Warranties reduce the likelihood that a buyer experiencing an unforeseen, but covered problem will resort to mediation and litigation.
- A single call to **877-816-0807** will bring a skilled repair technician to your door.

** Please read the Service Contract carefully because terms and conditions apply.*

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SERVICE CONTRACT TERMS

Terms of Coverage

1. Service will be dispatched within 48 hours of request. In the event of a heating emergency Tomie Raines Home Warranty, LLC ("Company") will pay up to \$65 per night (maximum 3 nights) for hotel accommodations. A receipt will be required for reimbursement.
2. This Service Contract is transferable for a \$25 fee.
3. Company will not reimburse for service performed without Company authorization or for claims called in after contract expiration.
4. This Service Contract will automatically terminate for non-payment of Service Contract fees or deductibles; or for fraud and/or misrepresentation of facts material to the issuance of this Service Contract.
5. Company shall have the sole discretion for repair type or replacement on service call item.
6. The seller and buyers will assign all unexpired warranties or guarantees received in connection with the purchase of any covered items to the Company. The seller and buyer will use their best efforts to enforce any unexpired, non-assignable warranties and guarantees at Company's request.
7. Company will NOT cover any items already covered in a homeowner's insurance policy. Documentation from your insurance company may be requested.
8. Each contract is limited to an aggregate liability of \$30,000.00. Company's Maximum Aggregate Liability is \$2000 per system.
9. This is a limited Service Contract and may not cover all systems and/or items found in the home. If a system and/or items are not listed as covered then they are NOT COVERED.
10. The maximum Company liability on many items is NOT enough for replacement cost. Replacements will only be done if specifically stated in this Service Contract or if the maximum liability amount is enough to cover replacement of that item.
11. This Service Contract covers only those parts of mechanical systems which: Are located in a single family residence and/or condominium unit; are in place, operative and located within the main perimeter of the main foundation of the home on the effective date of this contract; are not located in rooms or buildings used for commercial or business purposes.
12. Company is not responsible for repairs or replacements required as a result of missing parts, fire, explosion or other casualty, whether or not insured by homeowner, war, terrorism, flood, smoke, water, damage, lighting, freeze, earthquake, theft, storms, accidents, vandalism, code violations, improper

DISCLOSURE: This is a service contract and is not an insurance policy. Your real estate broker may be paid an administrative fee for the processing of this order, the advertising of this product, and the inspection of the premises. The purchase of a Home Protection Plan is optional and there may be other Home Protection Plans available for purchase. You are free to shop and select any Home Protection Plan that may be available. If performance of the service contract is interrupted because of a strike or work stoppage at the Company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Seller and Buyer Coverage

1. CENTRAL HEATING SYSTEM (Electric, Gas, or Oil) (Limit 2 units)

COVERED: Hot water heat system (steam heat must have a low water cut-off valve and the boiler must have an automatic water feed). Also covered are baseboard convectors and ducted central heating systems which include: metering devices (e.g. thermal expansion valves); furnace; furnace transition; evaporator coils and drain lines; air handling unit; air handling transition; secondary drain pan and lines; and refrigerant lines. When Tomie Raines Home Warranty determines that upgrading a heating system is required to maintain compatibility with equipment manufactured to be 13 SEER (Seasonal Energy Efficiency Ratio) and 7.7 HSPF (Heating Seasonal Performance Factor) compliant, or compliant with higher SEER or HSPF requirements, any of the forgoing covered components as well as plenum, indoor electrical, and duct connectors are also covered.

NOT COVERED: All parts and components relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, fuel storage tanks, baseboard casings, portable units, solar heating systems, radiators, ductwork, portable or thru-wall units, digital thermostats, filters, fireplaces and key valves, registers, grills, timers, clocks, heat lamps, flues and vents, improperly sized heating systems, pellet stoves, chimneys, cable heat (in ceiling), wood stove (even if only source of heating), systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications, improper use of metering devices (e.g. thermal expansion valves).

COMPANY MAXIMUM AGGREGATE LIABILITY: Seller \$500, Heat pump and humidifier are Buyer only; Buyer \$2,000 per system.

2. PLUMBING SYSTEM

COVERED: Leaks and breaks to water lines, gas, drain, waste or vent lines, valves to shower, tub, and diverter, risers, angle stops and gate valves, faucets, toilet tank assemblies which include, the toilet tank, bowl, toilet wax ring seals, and other related mechanisms, and sewer lines.

NOT COVERED: Damage or collapse to water, gas, drain, waste, or vent lines caused by roots or freezing, bathtubs and showers, built-in bathtub whirlpool motor, jets and pump accessories, shower enclosures and base pans, toilet lids and seats, sinks, caulking or grouting, water softeners, septic tanks, pressure regulators, inadequate or excessive water pressure, holding or storage tanks, flow restrictions in fresh water lines caused by corrosion, rust, or chemical deposits, sewage ejector pumps, steam rooms or saunas, hose bibs.

3. ELECTRICAL SYSTEM

COVERED: All components and parts which include wiring, breakers, panels, switches, fuses, conduit, junction boxes and receptacles, attic and exhaust fans.

NOT COVERED: Speaker and intercom systems, audio/video/computer cable and wiring, telephone wiring, power surge or failure, inadequate wiring capacity, direct

installation, acts of God, accidental damage, negligence and misuse. This Service Contract is intended for mechanical / component failures only.

13. This contract does not cover pre-existing conditions. Pre-existing conditions shall be defined as any defect that is discovered within 14 days of occupying the home or failure on the first attempt. Items rated Satisfactory on a Company inspection form are exempt for being defined as pre-existing.

14. Company will not upgrade equipment or improve due to lack of capacity or failure to meet city, state, federal, or utility regulations or upgrades required by law including, but not limited to, permits.

15. Company is not liable for consequential, incidental or secondary damage.

16. Services involving toxic material, lead-based paint, mold, or asbestos are not covered.

17. When it is necessary to open floors, walls or ceilings to make plumbing and/or electrical repairs, the Company will restore them to a primed finish.

18. All replacements will be made with comparable materials and with standard makes and models. Appliance color is not guaranteed on replacements.

19. **ARBITRATION CLAUSE:** Any dispute arising under this agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration costs equally. The arbitrator's award shall be final and binding and may be enforced by any Court of Law.

20. Second year of coverage is limited to the following systems and must be inspected by ASHI or AHIT certified inspector. Each system must qualify (see below) for coverage. One or all systems may be eliminated from coverage.

Central Heating System: Unit must be less than 10 years old (Inspector may have to make an educated guess as to the age). Unit must be operable with no major problems.

Roof Covering: Roof must have no more than 2 layers, must be 10 or less years in age (Inspector may have to make an educated guess as to the age). Ventilation and roof covering must be in good working order.

Electrical System: System must be operable with no code violations, or major issues. System must have circuit breakers.

Plumbing System: System can not contain any galvanized plumbing. System must be in good working order with no leaks or evidence of leaks.

current (D.C.) wiring or components and/or low voltage systems including relays and wiring, circuit overload. Seller **NOT COVERED** for fixtures, alarms, door bells, central vacuum systems, and garage door opener.

4. STOPPAGE COVERAGE

COVERED: Clearing of vent, drain, and sewer lines.

NOT COVERED: Stoppages caused by damaged, collapsed, or broken vent, drain, or sewer lines outside of the main foundation of home, stoppages due to foreign objects or roots, lines infiltrated or broken by roots, or otherwise stopped by roots, even if within main foundation of home, septic tanks, sewage ejector pumps, leach beds, tile fields.

5. WATER HEATER (Up to 80 Gallons - Gas or Electric)

COVERED: All parts and components of gas or electric units only,

NOT COVERED: Oil hot water tanks, solar water heaters and components, noise, ancillary holding or storage tanks, flues and vents, Fuel storage tank and energy conservation unit, thermal expansion tanks, instant hot water dispensers. Rusted out tanks leaking due to rust.

6. KITCHEN RANGE/OVEN/COOKTOPS (Gas or Electric)

COVERED: All parts and components except;

NOT COVERED: Meat probe assemblies, clocks (unless they affect the function of oven), racks, knobs, handles, rotisseries, sensi-heat burners will be replaced only by standard burners.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

7. KITCHEN DISHWASHER (Built-in Only)

COVERED: All parts and components except;

NOT COVERED: Rollers, baskets, racks.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

8. KITCHEN MICROWAVE (Built-in Only)

COVERED: All parts and components except;

NOT COVERED: Clocks, interior linings, shelves, door glass, portable or counter top units, rotisseries, meat probe assemblies.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 PER UNIT. Any combination unit will be considered as one unit.

9. KITCHEN TRASH COMPACTOR (Built-in Only)

COVERED: All parts and components except;

NOT COVERED: Removable buckets, key and lock assemblies.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

24 HOUR CLAIM SERVICE (877) 816-0807

GS-00T

Additional Coverage for the Home Buyer

1. CENTRAL AIR CONDITIONING SYSTEM (Limit 2 units)

COVERED: Ducted electric central air conditioning system including: condenser, furnace transition; metering devices (e.g. thermal expansion valves); drain lines and evaporator coils; air handling unit and transition; secondary drain lines and pans; and refrigerant lines are covered. When Tomie Raines Home Warranty determines that upgrading a ducted electric central air conditioning system is required to maintain compatibility with equipment manufactured to be 13 SEER (Seasonal Energy Efficiency Ratio) and 7.7 HSPF (Heating Seasonal Performance Factor) compliant, or compliant with higher SEER or HSPF requirements, any of the forgoing covered components as well as plenum, indoor electrical, and duct connectors are also covered.

NOT COVERED: Ducted electric wall air condition systems, gas air conditioning systems, water evaporative cooler systems, digital thermostats, ducted and non-ducted wall units, registers and grills, condenser casings, filters, electronic air cleaners, water towers, window units, roof jacks or stands, evaporative cooler pads, vents, flues, improperly sized air conditioning unit, chillers and chiller components, improper use of metering devices (e.g. thermal expansion valves, systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications).

COMPANY MAXIMUM AGGREGATE LIABILITY: \$2,000 per system.

2. GARBAGE DISPOSAL

COVERED: All parts and components, including entire unit.

3. DOORBELLS

COVERED: All parts and components.

4. LIMITED ROOF REPAIR COVERAGE

COVERED: Rolled roofing, asphalt shingles, flashing, leaks only.

NOT COVERED: Entire roof replacement, rotted wood, flat and/or hot tar roofs.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$500

5. BURGLAR ALARM SYSTEM

COVERED: Bell, switches, sending units, sensors and lights.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

6. HUMIDIFIER

COVERED: Permanently mounted furnace humidifier including pans, housing, fans, motors, humidistat, transformer, lines and valves.

NOT COVERED: Media elements, humidifier pads, brushes, atomizers or back flush units.

7. ELECTRONIC AIR CLEANER

COVERED: Permanently mounted systems, including transformer, power pack switches, lights, wires, and cleaning elements.

NOT COVERED: Self-cleaning units, mesh filters.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

8. SUMP PUMP

COVERED: Primary sump pump only.

NOT COVERED: Auxiliary sump pumps, sewage ejector pumps.

9. CENTRAL VACUUM SYSTEM

COVERED: All parts and components except;

NOT COVERED: Hoses and accessories that are removable, cost of gaining access to or closing access from the walls or floor either to locate the cause of malfunction or to affect replacement or repair.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

10. WELL PUMP

COVERED: Coverage begins 30 days from day of closing and covers all parts and components of well pump utilized as the main source of water to the home except;

NOT COVERED: Above or underground piping, cable, or electrical lines to or from the well pump which include those that are located within the well casing. Pressure switches not located on pump, well casings, booster pumps, redrilling of wells, well pump, storage, holding, or pressure tanks, above or underground cable, piping, or electrical lines for geothermal and/or water source components for geothermal and/or water source heat pumps.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

11. SEPTIC TANK MECHANICAL SYSTEM

COVERED: Coverage begins 30 days from day of closing and covers Septic Tank Mechanical System including the tank, baffles, sewage ejector pump and switches.

NOT COVERED: Tile field, drain field, leach beds on similar system. Septic coverage is not available for New Construction homes and is not renewable.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

12. GARGAE DOOR OPENER

COVERED: Motor, switches, wiring, receiver unit, rail/trolley assembly.

NOT COVERED: Hinges, springs, doors, remote transmitters, track assembly.

13. BASEMENT WATERPROOFING

COVERED: Poured wall only. Up to ten rod holes and four vertical cracks up to ¼ inch wide and 12 ft. long. Passing inspection report conducted within 180 days of settlement date will be required.

NOT COVERED: Block walls, crawl spaces. Any structural damage including, but not limited to, bowing or sagging walls, horizontal cracks and cracks over ¼" inch wide. Hydrostatic pressure or

leaks at the cove (where basement wall and floor meet). Backing up or plugging of sewers, floods, condensation caused by high humidity, damp spots or discoloration of walls.

LIMITATIONS OF COVERAGE: The Company must have full and unobstructed accessibility to walls and floors and will not be responsible for repairing any drywall, paneling, or flooring (i.e. carpeting, linoleum, etc.) caused by water damage or services performed. The Company is not responsible for any concealed wiring, gas, or water lines. All basement coverage is null and void if there are any alterations or tampering to basement walls or floor.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$2,000

14. LIGHTING FIXTURES

COVERED: All parts and components, including entire unit.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per unit. Any combination unit will be considered as one unit.

15. HEAT PUMP

COVERED: Electric heat pump including: drain lines and evaporator coils, metering devices (e.g. thermal expansion valves), air handling unit and transition, secondary lines and pans are covered. When Company determines that upgrading a heat pump is required to maintain compatibility with equipment manufactured to be 13 SEER (Seasonal Energy Efficiency Ratio) and 7.7 HSPF (Heating Seasonal Performance Factor) compliant, or compliant with higher SEER or HSPF requirements, any of the forgoing covered components as well as plenum, indoor electrical, and duct connectors are also covered.

NOT COVERED: Gas systems, all parts and components relating to geothermal water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells, well pumps and components for geothermal and/or water source heat pumps. Recovery of Freon, condenser fins and casings, cleaning, solar heating systems, filters, grills, registers, clocks, portable units, flues and vents, humidifiers, timers, improperly sized heating systems, improper use of metering devices (e.g. thermal expansion valves.) and systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$2,000

16. KITCHEN REFRIGERATOR (Must be in Primary Kitchen Only)

COVERED: All parts and components except;

NOT COVERED: Racks, shelves, ice makers, ice crushers, water/beverage dispensers and their equipment, food spoilage, interior thermal shells, freezers that are not part of the refrigerator, multimedia center.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

Optional Coverage for the Home Buyer

1. WASHER AND DRYER PACKAGE

1a. CLOTHES WASHER

COVERED: All parts and components except;

NOT COVERED: Drawers, dials, plastic mini-tubs, soap dispensers, filter screens, damage to clothing.

1b. CLOTHES DRYER

COVERED: All parts and components except;

NOT COVERED: Venting, lint screens, knobs, dials, damage to clothing, dryer cabinet fragrance / humidity center, shelves, rods, hangers, hooks, and cabinet liner, rack, drawers. **COMPANY MAXIMUM AGGREGATE LIABILITY:** \$400 per unit. Any combination unit will be considered as one unit. (Including washer and dryer.)

2. WATER SOFTENER

COVERED: Domestic water softener.

NOT COVERED: Conditions of insufficient or excessive water pressure, color or purity of water, water filters, salt replacement, rust or corrosion, normal responsibilities, rental units and water purification systems.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$600 per unit. Any combination unit will be considered as one unit.

3. SWIMMING POOL AND/OR SPA EQUIPMENT

COVERED: Both built-in spa equipment (exterior hot tub and whirlpool) and pool are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered by this warranty unless an additional fee is paid. Coverage applies to above ground, accessible, working parts and components of the pumping, heating, and filtration system as follows: Heater, pump, filter, motor, filter timer, gaskets, timer, blower, valves, limited to back flush, actuator, check 2-way and 3-way valves, above ground plumbing pipes and wiring, relays and switches.

NOT COVERED: Liners, lights, structural defects, solar equipment, jets, pool sweep motor and pump, ornamental fountains, waterfalls, and their pumping systems, fill line and valves, pool cover and related equipment, detachable or built-in cleaning equipment such as, but not limited to, pool sweeps, turbo valves, pop-up heads, skimmers, chlorinators and ionizers, fuel storage tanks, heat pumps, disposable filtration mediums, portable or above ground spas, multi-media centers.

COMPANY MAXIMUM AGGREGATE LIABILITY: \$600 for any and all claims for pool and/or spa heater and \$600 for pool and/or spa filtration system.

4. DELUXE PLUMBING & ELECTRIC PACKAGE

Additional Coverage: All clogs and stoppages inside the foundation of the home, toilet tank and bowl, \$500 in coverage towards repair / replacement of sewer line to the street, lighting fixtures, and service cables.