

UNIVERSAL HOME PROTECTION TERMS AND CONDITIONS

Do NOT Call a Contractor Yourself

UHP may NOT reimburse you for work performed without prior UHP approval.
FOR CLAIMS: uhpwarranty.com, 608-831-0285, Toll Free: 1-877-225-5847, Fax Toll Free: 1-888-321-6355
Universal Home Protection, LLC, 1111 Deming Way, Suite 207, Madison, WI 53717



A. COVERAGE

UNIVERSAL HOME PROTECTION, (hereinafter UHP, WE, or OUR) agrees to arrange for a qualified service contractor to repair or replace a COVERED system, component, or appliance in the event of malfunction or mechanical failure. A malfunction or mechanical failure occurs when an item covered by this contract is correctly installed and operating properly with no defects and then becomes unable to perform its designed function as a result of normal wear and tear during the term of this contract.

This warranty covers only single-family dwellings, condominiums, and multiple unit dwellings up to four units. Multiple unit dwellings must be appropriately applied for and authorized by UHP.

This warranty covers those items listed under Section C., Section D., Section E., and Section F., if applicable. The list of NOT COVERED systems, components, and appliances is specified for illustration and is not intended to be all-inclusive. Certain limitations apply to covered systems, components, and appliances. See Section M. for specific limitations.

This warranty covers those items located within residential properties only. Any dwelling used in whole or in part for commercial purposes (including, but not limited to, day care centers, fraternity/sorority houses, Bed & Breakfasts, and nursing/care facilities) is NOT eligible for coverage.

Covered systems, components, and appliances must be located inside of the dwelling or the attached garage unless otherwise specified.

B. WARRANTIES AVAILABLE/TERMS

SELLER HOME WARRANTY: A Basic, Elite, or Ultimate warranty, which is placed on a home by a home seller at the time of listing and is effective immediately upon receipt and acceptance by UHP and continues for the remaining term of the listing contract, not to exceed one hundred and eighty (180) days provided the listing is being actively marketed and has not terminated, expired, or been withdrawn. By application and acceptance of a seller warranty, the appropriate fee is required to be paid to UHP at closing. The Seller Home Warranty may be extended at the sole discretion of UHP. The Seller Home Warranty will terminate upon transfer of title or cancellation of the listing contract. Upon transfer of title, the Seller Home Warranty will transfer, at no additional fee, to the purchaser for a term of one (1) year, unless otherwise specified, provided payment is received by UHP within ten (10) days of closing.

BUYER HOME WARRANTY: A Basic, Elite, or Ultimate warranty, which is purchased by or on behalf of a home buyer and is effective upon transfer of title from seller to buyer for a term of one (1) year, unless otherwise specified, provided UHP has received the proper payment within ten (10) days from the closing. Buyer warranties are renewable at the sole discretion of UHP.

HOMEOWNER DIRECT WARRANTY: A Basic or Elite warranty, which is available to homeowners not currently selling or buying a home (not listed for sale or it is more than ten (10) days from closing). It is effective thirty (30) days after our acceptance and receipt of proper payment and remains in effect for a term of one (1) year, unless otherwise specified.

NEW CONSTRUCTION WARRANTY: Elite warranty, which is purchased by or on behalf of a home buyer at the time of closing of a newly constructed single family home. The warranty will become effective on the first anniversary date of the closing and remains in effect for a term of three (3) years, provided we receive proper payment within ten (10) days of the closing.

C. BASIC WARRANTY COVERAGE

Additional items may be added to coverage if selected at time of application and appropriate fee is paid.

PRIMARY HEATING SYSTEM - Covered for buyer. Additional fee required for optional seller coverage.

Covered—Unless additional fees are paid, this contract covers only one (1) of the following primary heating systems: central warm air heat system, central hot water or steam heat system, permanently installed wall heating unit, electric baseboard heating system, or primary heat source of a radiant floor heating system; thermostats; all accessible ductwork associated with a covered heating system.

Note: UHP shall be responsible for an aggregate of \$2,300 for repair and/or replacement costs to one (1) heating system, or one (1) combination heating and cooling system. Thermostat(s) coverage is limited to an aggregate of \$500. The cost of repair and/or replacement of the thermostat(s) is included in the \$2,300 aggregate.

Not Covered—Any heating units that are portable or free standing; any secondary or backup heat sources; wood burning systems; humidifiers; individual space heaters; electronic air cleaners/filters of any type; cleaning or replacing air filters; blockages in air intake and/or exhaust lines; chimney liners; motion sensors; clogged, cracked or damaged drain lines/hoses; fuel storage tanks or removal of; regulating and cleaning of burners; pumps, manifolds, controls, lines, expansion tank, and valves associated with radiant floor heating systems; dampers/damper motors; any fans located in ductwork; fireplaces and associated gas lines, plumbing, and electrical components; air-to-air exchangers; heat or energy recovery ventilation systems; steam or radiant heating lines or coils encased in concrete; inaccessible ductwork or any ductwork encased in concrete; solar heating systems; any conditions that existed prior to the contract effective date; routine care and maintenance; misuse; units converted from coal to gas, coal to oil, oil to gas, and wood burning converted units; source pipes for geothermal heating/cooling units; cost to drain boiler if no isolation valves are present; cost to purge air from the lines of a boiler; heating capability due to inadequate or undersized equipment or ductwork.

AIR CONDITIONING SYSTEM - Covered for buyer. Additional fee required for optional seller coverage.

Covered—Unless additional fees are paid, this contract covers one (1) central air conditioning system (a system which utilizes ductwork for the distribution of air), or one (1) permanently installed wall air conditioning unit; thermostats; all accessible ductwork associated with a covered cooling system; compressor; condenser; air handler; interior refrigerant gas lines; condenser fan motor; blower fan motor; evaporator coil.

Note: UHP shall be responsible for an aggregate of \$2,300 for repair and/or replacement costs to one (1) air conditioning system, one (1) heat pump system, or one (1) combination heating and cooling system. Thermostat(s) coverage is limited to an aggregate of \$500. The cost of repair and/or replacement of the thermostat(s) is included in the \$2,300 aggregate. Repair or replacement costs to an air conditioning system utilizing HCFC-22 (R-22) or HCFC-142b (R142b) refrigerant will not exceed an aggregate of \$1,150.

Not Covered—Filters; registers; humidifiers; portable air conditioning units; window air conditioning units; gas air conditioning units; source pipes for geothermal heating/cooling units; cooling capability due to inadequate or undersized equipment or ductwork; electronic air cleaners/filters of any type; clogged, cracked or damaged drain lines/hoses; structural damage or deterioration to condensing unit including fins, vents, and grill guards; condenser cleaning; any conditions that existed prior to the contract effective date; misuse; routine care and maintenance.

ELECTRICAL

Covered—Circuit breaker panels/fuse boxes and associated general wiring contained within the dwelling; outlets; interior standard light switches; bathroom exhaust fans; ceiling fans; independent smoke and carbon monoxide detectors including battery and hardwired units; doorbells; garage door openers in attached or detached garages.

File a claim



Note: UHP shall be responsible for an aggregate of \$2,000 for repair and/or replacement costs to the electrical system unless otherwise noted. Bathroom exhaust fan and ceiling fan coverage limited to an aggregate of \$500 each. Repair and/or replacement costs for garage door openers will not exceed an aggregate of \$600.

Not Covered—Intercom systems; telephone/speaker/cable/satellite/internet and associated wiring; fire alarms; smoke and carbon monoxide detectors integrated within security/fire/other systems; radon mitigation systems; security systems; lighting fixtures; loose outlets; attic wall fans or exhaust fans; venting for exhaust fans; central ventilation systems; all sending units including remote controls and key pads; lights, springs, cables, pulleys used by garage doors and openers; remote controls and/or sending units for ceiling fans; malfunctions resulting from power surges/shortages/outages; motion sensors; resetting of breakers/GFCI outlets when no mechanical malfunction is present; any inadequate wiring capacity or wiring overload conditions; all electrical wiring outside of the main dwelling; wiring encased in concrete; saunas; electrical masts and conduit; any conditions that existed prior to the contract effective date; routine care and maintenance; misuse.

PLUMBING

Covered—Unless additional fees are paid, this contract covers the following items: gas, water, waste, drain or plumbing vent lines located within the dwelling; faucets; valves/shower panel system; primary water heater (direct or indirect); toilets and associated components; interior drain backups/stoppages which occurred more than 15 days after the contract effective date. The following items may qualify for coverage (buyer coverage only) provided the appropriate fee has been paid: water softener(s); additional water heater(s); jetted bathtub(s); sump pump(s).

Note: UHP shall be responsible for an aggregate of \$2,000 per plumbing malfunction unless otherwise noted; an aggregate of \$1,000 for repair and/or replacement costs to a water heater; an aggregate of \$500 for repair and/or replacement costs for each faucet, valve, shower panel system and toilet.

Not Covered—Lawn irrigation system and associated plumbing lines; iron filtration systems; water purification systems/water filters; instant hot water systems; circulating pumps for water heaters; expansion tanks; pumps and dispensers; shower base pans; sinks; bathtubs; shower enclosures; saunas; steam rooms/showers; bidets; seats, lids and tank covers for toilets; motion sensors; grouting or caulking; any excessive, or insufficient water pressure conditions; all piping outside the boundaries of the dwelling; exterior faucets/hose bibs; drain blockages caused by root growth; water flow restrictions because of rust, mineral deposits, or any other deposits; noises in systems; all plumbing located in, or under, the slab or foundation; any plumbing encased in concrete; chimney liners; purity, color, or odor of the water system; reverse osmosis systems including dedicated faucets; pressure tanks; holding tanks; solar plumbing systems; jet pumps; septic tanks (or systems) inside or outside of the home; water and sewer laterals; frozen pipes; any conditions that existed prior to the contract effective date; routine care and maintenance; misuse.

PRIMARY APPLIANCES

Covered—Unless additional fees are paid, this contract covers one (1) of the following primary kitchen appliances: refrigerator; range, wall oven, or cooktop (additional riders are required if home has multiple units); garbage disposal; microwave designed by the manufacturer to be installed into a wall, cabinet, or over the range; built-in dishwasher (those that do not sit on wheels and use temporary connectors); range exhaust fan. The following items may qualify for coverage (buyer coverage only) provided the appropriate fee has been paid: washer(s) and dryer(s); additional refrigerator(s); additional range(s); additional cooktop(s); additional wall oven(s); additional built-in microwave(s); stand-alone freezer(s); wine chiller(s).

Note: UHP shall be responsible for an aggregate of \$1,000 for repair and/or replacement costs per appliance unless otherwise noted. Microwave and garbage disposal coverage limited to an aggregate of \$500 each. Combination appliances are considered one (1) appliance.

Not Covered—Coin operated appliances; cabinets; doors or related parts; structural parts of appliances; all non-mechanical parts (i.e. plastic pieces, handles, drawers and associated components, shelves, locks, hinges, knobs, gaskets, interior/exterior appliance lights, interior liners/tubs, insulation); remote controls and associated receivers; motion sensors; cracks in glass or ceramic cooktop surfaces; self-cleaning oven features; noises when no mechanical malfunction is present; refinishing or replacing of counter tops; cosmetic repairs (i.e. dents, scratches, etc.); lock and key assemblies; meat probes; rotisseries; clocks/timers; racks; baskets; exterior/interior trim; washer door boots; venting for dryer; multi-media centers on refrigerators; free standing ice makers; ice makers; water and ice dispensers; filters; odors; central vacuum systems; any conditions that existed prior to the contract effective date; misuse; routine care and maintenance.

D. ELITE WARRANTY COVERAGE

Additional items may be added to coverage if selected at time of application and appropriate fee is paid.

Covered—All items listed in Section C.; washer (1) and dryer (1) (buyer coverage only); ice maker within covered refrigerator/freezer and associated waterlines and components; stand-alone freezer (1); one (1) permanently installed sump pump for ground water only. The following items may qualify for coverage (buyer coverage only) provided the appropriate fee has been paid: additional washer(s) and dryer(s); additional refrigerator(s); additional range(s); additional cooktop(s); additional wall oven(s); additional built-in dishwasher(s); additional built-in microwave(s); additional stand-alone freezer(s); additional water heater(s); additional sump pump(s); wine chiller(s); water softener(s); jetted bathtub(s).

Note: UHP shall be responsible for an aggregate of \$1,000 for repair and/or replacement costs to the following items: stand-alone freezer, washer, dryer; an aggregate of \$500 for repair and/or replacement costs to a sump pump; an aggregate of \$400 for repair and/or replacement costs to an ice maker and associated waterlines and components. The cost of repair and/or replacement of the ice maker and associated water lines and components is included in the \$1,000 aggregate for the covered refrigerator/freezer.

Not Covered—Free standing ice makers; ice making units not located within a covered refrigerator; the cost to replace a refrigerator if the ice maker and associated waterlines and components are not repairable or are no longer available; sump pump battery back-up system; all items listed under "Not Covered" in section C. above.

E. ULTIMATE WARRANTY COVERAGE

Covered—All items listed as covered in Sections C. and D.; seller coverage for HVAC System (see section C. for coverage specifics); water softener (1); wine chiller (1); motors and blowers for a jetted bathtub (1) (buyer coverage only); Bonus Appliance Coverage (buyer coverage only); Unknown Pre-Existing Conditions Coverage. The following items may qualify for coverage (buyer coverage only) provided the appropriate fee has been paid: additional washer(s) and dryer(s); additional refrigerator(s); additional range(s); additional cooktop(s); additional wall oven(s); additional built-in dishwasher(s); additional built-in microwave(s); additional stand-alone freezer(s); additional wine chiller(s); additional water heater(s); additional water softener(s); additional jetted bathtub(s); additional sump pump(s).

Note: UHP shall be responsible for an aggregate of \$1,000 for repair and/or replacement costs to a water softener; an aggregate of \$500 for repair and/or replacement costs to a wine chiller; an aggregate of \$500 for repair and/or replacement costs to a jetted bathtub; an aggregate of \$1,000 for repair and/or replacement costs for Unknown Pre-Existing Conditions Coverage.

Unknown Pre-Existing Conditions Coverage applies to malfunctions or defects to properly installed covered systems, components, or appliances discovered after the contract effective date, but believed by a UHP authorized contractor to be present prior to the contract effective date which could not have been detected by visual inspection or through simple operation of the system, component, or appliance. UHP may require documentation such as home inspection reports, contractor work orders, or other information in order to determine coverage.

The following appliances may qualify for Bonus Appliance Coverage: range, wall oven, cooktop, stand-alone freezer, dishwasher, microwave, range exhaust fan, refrigerator, wine chiller, washer, or dryer. Bonus Appliance Coverage may not be split between multiple appliances and stated coverage terms and limitations apply.

Seller coverage activated upon receipt and UHP's acceptance of application. Ultimate coverage not available if applied for after transfer of title from seller to buyer. If the Ultimate home warranty is initiated via an Offer To Purchase and the Offer is subsequently cancelled, terminated, withdrawn, or otherwise becomes null and void, the seller's coverage will be terminated immediately.

Not Covered—Water softener ion exchange resin media or beds; all items listed under "Not Covered" in sections C. and D. above.

F. OPTIONAL COVERAGE FOR HOME BUYER ONLY (Additional Fee Required)

SUBMERSIBLE WELL PUMP

Covered—Well pump, control box, and pressure switch for serving the main residence.

Note: Well pump coverage limited to an aggregate of \$1,200 for repair and/or replacement costs.

Not Covered—Jet pumps or auxiliary pumps used to provide water to out-buildings or tanks for livestock or any other purpose other than to provide service to the main residence for residential use. Any charges, including excavation, to gain access to the pump; casings; pressure and holding tanks; electrical service or piping; redrilling wells; any conditions that existed prior to the contract effective date; misuse; routine care and maintenance.

SWIMMING POOL/SPA/COMBINATION SWIMMING POOL/SPA SYSTEM (Covers one system only – only the Swimming Pool or only the Spa, or only the Combination Swimming Pool/Spa System)

Covered—Limited to pumps; motors; gaskets; relays; impellers; filters; backflush valves; heaters; above ground plumbing and electrical lines serving the unit.

Note: Swimming Pool/Spa/Combination Swimming Pool/Spa System limited to an aggregate of \$1,200 for repair and/or replacement costs. If Combination Swimming Pool/Spa System is selected, but common equipment is not utilized, the spa is not covered.

Not Covered—Plumbing and electrical service located underground or encased in concrete; structural defects; construction costs; cost to drain unit to evaluate or repair; code violations; lights; solar water heaters; sweep motors; pool liners; covers and associated parts and motors; cleaning equipment and/or chemicals; salt water cells; ozone systems/ozonators; any conditions that existed prior to the contract effective date.

SEWAGE EJECTOR/LIFT PUMP

Covered—Limited to ejector/lift pumps and associated electrical wiring.

Note: UHP shall be responsible for an aggregate of \$500 for repair and/or replacement costs.

Not Covered—Sewage basin; any plumbing or lateral lines encased in concrete, or in, under, or outside the slab or foundation; any conditions that existed prior to the contract effective date.

WASTE LATERAL LINE CLEANING

Covered—Limited to cleaning of the waste lateral line; backups/stoppages which occurred more than 15 days after Agreement effective date.

Note: UHP shall be responsible for an aggregate of \$500 for the costs of cleaning the sewer/septic lateral line.

Not Covered—Leach beds/lines; drain fields; seepage pits; chemical treatments; cesspools; the costs associated with locating or gaining access to septic tank or sewer hook-ups; the cost of installing cleanouts or hook-ups if they do not already exist; routine maintenance/pumping of system; broken or collapsed sewer/septic lateral lines.

G. MANUFACTURED HOMES

Covered—Manufactured Homes as defined by the U.S. Department of Housing And Urban Development, provided the home was manufactured within 15 years from the effective date of this contract. A manufactured home displays a certification label affixed to the exterior of the manufactured home or a data plate located in a kitchen cabinet, an electrical panel, or a bedroom closet. If the dwelling does not display either of these documentations, it is not considered a manufactured home.

Not Covered—Mobile homes and recreational vehicles, single wide trailers, park models, or other dwellings not considered to be a manufactured home.

H. TENANT OCCUPANCY

When coverage is provided to tenant-occupied dwellings, the policyholder (not tenant) is responsible to request service and report claims. Payment of the deductible charge is the responsibility of the policyholder.

I. RENEWAL

UHP may, at its option and if permitted by state law, renew the contract. The policyholder will be notified of terms of coverage and rates for the renewal period.

Renewal payment must be received by UHP prior to the expiration date of the current contract.

J. TERMINATION

1. UHP may terminate this contract:
 - a) for nonpayment of plan fee; or
 - b) for fraud or misrepresentation of material fact by the applicant, resident, or policyholder, which would have caused UHP to decline to issue the contract or to deny approval of coverage; or
 - c) due to substantial change in risk assumed except to the extent UHP should reasonably have foreseen the change or contemplated the risk when issuing the contract; or
 - d) in the event there has been a substantial breach of a contractual duty, condition or warranty.
2. UHP reserves the right to terminate coverage on any specific system, component, or appliance after becoming aware of a condition determined to be present prior to the contract effective date or if the system, component, or appliance has been repaired, altered, installed or modified without UHP's prior authorization.
3. It is the policyholder's responsibility to pay the deductible and all other charges deemed to be the policyholder's responsibility according to the terms of the contract. In the event the policyholder fails to pay these charges, UHP shall have no further responsibility under this contract until these charges have been paid in full, or, at UHP's option, the contract may be terminated.

Notice of termination: If issuing company elects to terminate this contract, proper notification of termination will be mailed to the policyholder at the address indicated on the application.

K. CANCELLATION (As governed by state laws)

The purchaser of the warranty plan may, within 30 calendar days of the delivery of the warranty contract, reject and return the warranty contract for a full refund less actual costs or charges needed to issue and service the warranty contract, which includes an administrative fee. The policyholder may cancel the home warranty contract at any other time for a pro-rata refund, less actual costs or charges needed to issue and service the contract as well as an administrative fee. UHP's administrative fee is the lesser of 10% of the contract price or \$50. If the cost of service provided and the administrative fee exceeds the pro-rata refund, UHP may charge the policyholder the lesser of the service costs incurred or the balance due for the unpaid contract term. Any balance due by the policyholder will be charged via the same payment source provided to UHP by the policyholder.

L. TRANSFERABILITY/ASSIGNMENT

Upon receipt of written request from the policyholder, UHP may agree to transfer the remaining term of the current contract to the new property owner.

M. SERVICE AND LIMITATIONS ON LIABILITY

1. When a malfunction occurs to a system, component, or appliance covered by this contract, the policyholder must file a claim online at www.uhpwarranty.com or by calling UHP at 1-877-225-5847 to request service.

DO NOT CALL A CONTRACTOR DIRECTLY TO HAVE WORK PERFORMED. Work performed without UHP's consent may not be reimbursed.

Your UHP representative will contact an approved UHP contractor to respond to the service request. UHP will make every effort to initiate service within 36 hours after receiving the service request during weekdays and within 48 hours for calls received on weekends and holidays. If an emergency condition exists, UHP will endeavor to proceed with urgency to expedite the service and the normal deductible charge will apply. It is the sole discretion of UHP to determine if an emergency situation exists. In the event the homeowner requires that a non-emergency malfunction be serviced outside of normal business hours, on weekends or holidays, the policyholder will be responsible for all costs over and above those charged during normal business hours.

2. A UHP authorized contractor must perform all repair or replacement work completed under the terms of this contract. **Further, UHP may not be responsible for any expenses incurred by the policyholder without the express consent of UHP.**

3. **The policyholder is responsible for a deductible charge of up to *\$100 - \$150 on each system, component, or appliance malfunction. *The current deductible rate is posted on uhpwarranty.com. Additional charges, including tax, may apply.** The payment of the deductible charge is due when the service is performed and shall be paid by the policyholder to the authorized UHP contractor upon presentation of the bill. In the event the policyholder fails to pay the deductible charge, UHP shall have no further responsibility under this contract until the deductible is paid. An additional deductible will not be due by the policyholder if repairs made under this contract to the same specific malfunction fail within 60 days of the date the claim was first submitted to UHP.
4. The policyholder agrees to make the dwelling available during the contractor's standard-rate hours within 30 days of the initial request for service. Failure to make the dwelling available within 30 days of the initial service request will result in the cancellation of the claim.
Note: The policyholder agrees to pay the service contractor for any expenses incurred for failure to provide access to the dwelling.
5. A claim must be submitted within ten (10) business days of the discovery of a malfunction and prior to the expiration date of the contract.
6. UHP retains the sole option to determine if the covered item should be repaired or replaced. The policyholder may choose to replace a repairable covered item and receive a credit based on the repair estimate issued by a UHP approved service contractor. The policyholder must submit a copy of the purchase receipt within 90 days from being notified of the repair estimate to qualify for reimbursement. If a policyholder authorizes a repair, but subsequently elects to receive a repair credit, all associated fees, including restocking fees, are the responsibility of the policyholder.
7. UHP will make every effort to provide replacement parts, systems, or components of same or similar quality, when needed and available. The policyholder acknowledges that UHP will not be liable or responsible to provide an exact match in brand, dimension, type or color. UHP is not responsible for matching any feature of the existing item or appliance not contributing to the primary function of the item. UHP is under no obligation to upgrade or make improvements in the original systems, components, or appliances covered by this contract.
8. In the event UHP is unable to provide a service contractor, UHP may require the policyholder to initiate a service request with a contractor of their choice. UHP must be contacted for authorization prior to any repair or replacement. The policyholder acknowledges approved costs may be required to be paid directly to the contractor, which would subsequently be reimbursed by UHP.
9. If applicable, UHP's coverage is secondary to all other warranties, guarantees or insurance.
10. Repairs or replacements required as a result of flood, water damage, fire, lightning, smoke, earthquake, freeze, storm, theft, war, accident, riots, vandalism, improper installation, power surges/shortages/outages, pet/pest damage, mold, neglect or misuse, or acts of God are not covered by this contract.
11. Permits, construction costs, costs of handling/removal of asbestos or other toxic materials, or the costs to remove/relocate any item to accommodate a repair or replacement are the responsibility of the policyholder.
12. This contract does not cover consequential damages resulting from the failure of any component, system, or item.
13. This contract does not cover the common areas and facilities of condominiums or multiple unit dwellings.
14. Upgrading or improvement of systems, components, or appliances due to lack of capacity or failure to meet building code(s) or zoning requirements is the responsibility of the policyholder and is not covered by this contract.
15. In the event of a Joint Well, UHP shall be responsible for repair or replacement costs in proportion to the responsibility of the policyholder's share.
16. Unless a specific coverage limitation amount is indicated for a covered item, UHP's coverage will be limited to \$5,000 per occurrence/malfunction. Any and all charges paid by UHP related to a covered item will be applied toward the aggregate limitation amount indicated for that item.
17. In the event a claim is filed, but it is later determined not to qualify for coverage, the policyholder is responsible for all incurred charges.
18. In the event a claim is filed, but the cost to repair or replace the item exceeds UHP's maximum responsibility, the amount exceeding UHP's maximum is the responsibility of the policyholder.
19. Noises in covered systems, components, or appliances when no malfunction or mechanical failure is present are not covered by this contract.
20. This contract does not cover claims to vacant properties that have not been properly winterized/safeguarded to protect against frost or other damage that might occur when vacant.
21. Connectivity issues associated with internet, Bluetooth, Apps, or similar wireless technology are not covered by this contract.
22. This contract does not cover any systems, components, or appliances that have been altered from the original manufacturer's specifications.
23. This contract does not cover items for which any recalls or warnings have been issued by the manufacturer or the Consumer Product Safety Commission. Repairs or replacements deemed necessary as a result of any defect, recall, or warning, including improper design, use of improper materials, or any other manufacturing defects are not covered by this contract.
24. UHP is not liable for consequential, incidental, or punitive damages related to any contractor's service.
25. UHP is not liable for damages resulting from delays in obtaining parts or labor due to circumstances beyond the contractor's control.
26. UHP is not liable for any contractor's negligence or unlawful acts or omissions of any kind.
27. UHP is not responsible for delay or failure to provide service due to circumstances beyond UHP's control, such as, but not limited to, lack of availability of parts, materials, service, or labor.
28. If a contractor is unable to repair any covered item due to illegible or missing model/serial numbers, UHP's obligation under this contract will not exceed \$500.
29. UHP is not responsible for the upgrading or replacing of existing components or systems which become incompatible as a result of an authorized repair or replacement.
30. Smart home management systems for energy, lighting, window treatments, doorbells, appliances, and audio or visual controls are not covered.
31. The presence of rust, corrosion, scale, sediment or lime build-up when no mechanical failure is present is not covered by this contract.
32. HVAC and plumbing parts, equipment, or components provided by the policyholder are excluded from coverage.
33. This contract covers one (1) heating system and one (1) air conditioning system, or one (1) combination heating and cooling system. UHP shall be responsible for an aggregate of \$2,300 for repair and/or replacement costs to one (1) combination heating and cooling system. Repair or replacement costs to any system utilizing HCFC-22 (R-22) or HCFC-142b (R142b) refrigerant will not exceed an aggregate of \$1,150.

N. DISCLOSURES

The price of the Warranty includes all processing, inspection, and administration costs due and payable to UHP and its agents, if applicable.

O. WAIVER

In the event UHP should waive any of its contractual rights as to any claim, that waiver will not constitute a future waiver of said rights.

P. STATE REQUIREMENTS

In Wisconsin: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Obligations of the provider under this service contract are backed by the full faith and credit of the provider: Universal Home Protection, LLC, 1111 Deming Way, Suite 207, Madison, WI 53717. 608-831-0285 or Toll Free: 1-877-225-5847. UHP agrees to pay claims deemed covered promptly as outlined by Wisconsin State Statute 628.46.

In Wisconsin: If you are unable to resolve a dispute regarding your home warranty, you may file a complaint with the Office of the Commissioner of Insurance, P.O. Box 7873, Madison, WI 53707-7873 or by visiting their website: oci.wi.gov

In Illinois: Doing business as Universal Home Protection Northern Illinois, LLC. Warranty Plan obligor is Universal Home Protection Northern Illinois, LLC.