



ACCOUNT SUMMARY

AGREEMENT NUMBER: 600440768**AGREEMENT TERM:** 05/13/2022 - 05/12/2023**PROPERTY COVERED:** 446 Edgetree Ln
Murrysville, PA 15668**PROPERTY TYPE:** Condominium under 15,000 sq.ft.**PAYMENT TYPE:** 12 Monthly Payments

SUBTOTAL: \$837.88

TAXABLE AMOUNT: \$185.17

TAX: \$11.11

AGREEMENT PRICE: \$848.99**MONTHLY PAYMENT:** \$70.75

PLEASE VERIFY THAT YOUR INFORMATION IS CORRECT**CUSTOMER CONTACT:** Jennifer Scharba**MAILING ADDRESS:** 446 Edgetree Ln
Murrysville, PA 15668**PHONE NUMBER:** 412-352-6737**EMAIL ADDRESS:** MOMMY3ACT@HOTMAIL.COM

IMPORTANT ACCOUNT INFORMATION**Some of your coverages may have changed or been removed. Please review the full details of your enclosed contract.**

Your contract has been changed to improve consistency of language and readability, along with revisions to the Customer Service and State Disclosure sections of the contract, standardizing our approach to all service requests and removing references to emergency service. As always, HSA will continue to deliver outstanding customer service, including making reasonable efforts to accommodate the specific needs of each customer.

By selecting the monthly payment option, you have authorized HSA Home Warranty to continue to automatically charge the monthly payment of your current contract to the payment method you have on file. If you would like to change your payment preference, please call us at 877 621 1903. Your contract will be renewed for another 12-month period; unless terminated in accordance with the contract; however, you may cancel at any time by calling 877 621 1903.

Your Trade Service Call Fee and/or Agreement Price have changed for contract term 05/13/2022 - 05/12/2023.

Managing your home warranty just got easier with MyAccount!

With MyAccount, you now have the convenience of:

- Mobile-friendly access
- Quick service requests
- Simple coverage renewals
- View your coverage and download your agreement anytime

Accessing your account is just a click away. Register today at myhomewarranty.com/my-account.

SPECIAL OFFERS

We already help you protect your budget. Now, we can help you save even more around the house with a special deal to purchase **Dupont™ or Arm & Hammer® air filters for up to 50% off retail price.** It's one of the ways we say thanks for being a customer. Shop now at ahs.com/filters.



YOU HAVE SELECTED THE COVERAGE SHOWN BELOW:

PRODUCT NAME: HSA Home Warranty

TRADE SERVICE CALL FEE:

\$75.00*

COVERED ITEMS

- 2 Air Conditioning Units
- Burglar Alarm
- Central Vacuum
- Doorbells
- Built-in Exhaust, Attic, and Whole House Fans
- Garbage Disposal
- Heating
- Instant Hot Water Dispenser
- Built-In Microwave Oven
- Re-Key
- Range
- Plumbing Stoppages
- Water Heater
- Ductwork
- Ceiling Fans
- Dishwasher
- Electrical
- Freezer
- Garage Door Opener
- Humidifier
- Lighting Fixtures
- Plumbing
- Refrigerator
- Oven, Cooktop
- Trash Compactor

INCLUDED OPTIONS

- Clothes Washer
- Clothes Dryer

*Plus sales tax where applicable.

PLAN ADMINISTRATOR: Home Security of America, Inc.
150 Peabody Place
Memphis, TN 38103

The aggregate coverage under this agreement is limited to \$25,000.00; with a \$5,000.00 per mechanical system sub-limit, unless a lower per occurrence sub-limit or lower aggregate sub-limit is specifically enumerated elsewhere in this agreement.

Certain items and events are not covered by this contract. Please refer to the Limitations of Liability section and to exclusions listed in each applicable section of this contract.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

PLEASE READ THIS DOCUMENT CAREFULLY. YOU MUST NOTIFY HOME SECURITY OF AMERICA, INC. (HSA) PRIOR TO ACTUAL COMMENCEMENT OF REPAIR OR REPLACEMENT.

Important Notice Regarding Privacy:

Information collected is used to make coverage decisions. This information is sometimes shared with affiliates and nonaffiliated third parties, and as permitted by law, to carry out daily business functions, service your business, or in connection with product offerings. Examples of nonaffiliated third parties with whom we can and do share your information are: joint marketing partners, agents, brokers, insurance and other state authorities, and administrators engaged by us to adjust, administer, service or process claims. Other than as permitted by law, we do not share your personal information with nonaffiliated third parties.

Important Notice Regarding Coverage Terms: (Renewed Contracts Only)

HSA continually strives to improve our service and to clarify the descriptions of coverage provided. In doing so, slight variations or modifications occur as contract versions are updated and issued. Should this activity result in a reduction of benefits to you as compared to the coverage in your previous version, and if the benefit reduction was not disclosed to you prior to your election to continue coverage, you are entitled to the coverage as provided in the previous version.

A. COVERAGE

1. HSA will provide home protection coverage for authorized repair or replacement of "Component Parts" mentioned as covered in accordance with the terms and conditions of this contract that fail due to "Operational Failure". HSA will cover "Loss" so long as the "Component Parts":
 - A. Are located within the "Interior" of the main foundation of the home or attached or detached garage (except for the exterior well pump, septic system, condensing unit and pool/spa equipment).
 - B. Are properly installed throughout the term of this contract for proper diagnosis.
 - C. Become inoperative due to normal wear and tear.
 - C.1. HSA will provide coverage for systems and appliances which malfunction due to lack of maintenance, rust or corrosion if the defect or mechanical failure would have otherwise been covered. Coverage is only provided for mechanical failures which occur and are reported to HSA during the term of this contract.
 - D. Are in "Proper Working Order" on the effective date of this contract.
2. This contract covers single-family resale homes and condominium or town house units. Multi-family homes up to and including eight (8) family dwelling units may be covered if applied for and the appropriate fee is paid. Multiple-family homes qualify for listing coverage; however, coverage is limited to the owner-occupied unit, tenant occupied properties are not eligible for coverage during the listing period. Coverage is for owned or rented residential property and excludes commercial property or residences used as businesses, including but not limited to, day care centers, fraternity/sorority houses and nursing/care homes.
3. Coverage includes only the items stated as covered and excludes all others. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. Coverage is subject to limitations and conditions specified in this contract. Please read the contract carefully.

B. DEFINITIONS

1. "Component Parts" - the constituent elements of mechanical items as covered by this contract.
2. "Operational Failure" - the mechanical breakdown of "Component Parts".
3. "Proper Working Order" - functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer.
4. "Loss" - the reasonable market cost or the actual cost HSA can contract for the required services, whichever is less, for the repair or replacement of "Component Parts".
5. "Interior" - the space within the external surface area which constitutes the perimeter of the residence's exterior walls; under the roofing materials; above or encased in the basement floor or home's slab, or above the ground surface in a crawl space.

C. COVERAGE PERIOD

1. **Home seller:** coverage begins on the date HSA issues a contract number and continues for six (6) months, until close of sale or termination of listing, whichever occurs first. Seller coverage may be extended at the sole discretion of HSA.
2. **Home buyer:** for properties involved in a real estate transaction, coverage begins at the close of sale and continues for twelve (12) months from that date. Payment is due at the close of sale.
3. **New construction:** coverage begins on the first anniversary of the close of sale and continues for one or three years from that date. Length of coverage is determined by the premium paid. Payment is due at the close of sale.
4. **Buyer direct:** for properties not involved in a real estate transaction, coverage begins fifteen (15) days after payment is received by HSA and continues for twelve (12) months from that date. Call 1-800-367-1448 for pricing and availability.

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D. CUSTOMER SERVICE – For Service call 1-800-367-1448

- 1. YOU MUST NOTIFY US PRIOR TO REPAIR OR REPLACEMENT.** When service is needed due to an "Operational Failure", you are to telephone HSA at 1-800-367-1448, twenty-four (24) hours per day, and seven (7) days per week. Your call may be recorded and/or monitored for quality assurance purposes. This telephone contact shall initiate the service process without the requirement of a claim form or service application. This notification includes the requirement that we have the opportunity to speak with the service contractor prior to the implementation of any repairs. Failure to do so may result in our denial of reimbursement for the expenses you incurred.

HSA shall not be liable for a "Loss" unless notice is given to HSA prior to the expiration of your coverage and the reported "Operational Failure" is professionally diagnosed and the diagnosis is reported to HSA within 15 days after the expiration of your coverage, regardless of when the "Operational Failure" occurred.

- 2.** You shall take every precaution to protect the property giving rise to the "Operational Failure" until the necessary repair or replacement is authorized by HSA and made. **HSA will initiate service** under normal circumstances by contacting a Service Contractor within 48 hours after your service request is made to HSA. **The service contractor will contact you to set an appointment. HSA selected service contractors must be used on all claims.** Please be aware, HSA may be affiliated with the company or technician performing work under this contract. (Please notify HSA if you have a complaint about an HSA selected service contractor.) **If HSA cannot provide a contractor for you,** HSA will approve the use of a contractor outside of its network. We have the sole right to determine if items will be repaired or replaced. Unless specifically identified elsewhere in this contract, replacement shall be with systems comparable in features, capacity and efficiency; HSA is not responsible for matching dimensions, color or brand. The use of non-original manufacturer "Component Parts", including rebuilt or refurbished parts, is permitted in making repairs under this contract. We will use original manufacturer "Component Parts" when non-original manufacturer "Component Parts" are unavailable. HSA reserves the right to obtain additional opinions at our expense. HSA reserves the right to offer cash in lieu of repair or replacement based on what HSA can expect to pay to repair the failure (parts and labor); this amount may be less than retail or less than your actual cost. Once a failure has been diagnosed, subsequent failures to the same system will be exempt from coverage unless and until proof of repair is submitted to HSA. Proof shall include, but is not limited to, receipts verifying repair and/or replacement.
- 3. TRADE CALL FEE:** you are obligated to pay the trade call fee or the actual cost to repair/replace, whichever is less, for each separate trade call. Trade call fee amount is determined by the contract price selected. A trade call means each visit by an authorized service contractor for a single trade (plumbing, electrical, appliances, heating and air conditioning and pools/spas). If multiple visits required to remedy the same problem, you are only required to pay one trade call fee. If service work performed under this contract should fail, then HSA will make the necessary repairs without an additional trade call fee for a period of 90 days on parts and 30 days on labor. Your payments must be made prior to completion. We will not respond to a new request for service when any previous trade call fee is outstanding. Failure to pay the trade call fee will result in suspension of service until such time as the proper fee is paid. At that time, service coverage will be reinstated, but the service period will not be extended. Additional work performed by the independent service contractor at your request will be at your sole cost and risk.

In the case of a denied claim, you will be responsible for, in addition to the trade call fee, any overtime charges incurred and/or charges incurred to provide access to the failure. HSA will request your approval prior to work involving overtime or accessing charges. Your refusal to approve these potential charges may cause a delay in service or the inability to diagnose the failure and determine coverage availability.

- 4.** In the event HSA authorizes or requests you to contact an independent service contractor to perform a covered service and the contractor will not bill HSA directly, HSA will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by HSA before any reimbursement will be paid. HSA is not responsible for overtime service rates. Additional fees may apply.

**E. COVERED "COMPONENT PARTS"
SELLER AND BUYER COVERAGE**

In accordance with the terms and conditions of the warranty contract, HSA will repair or replace systems and appliances specifically mentioned as covered; all others are excluded. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. Please reference Section F. Limitations of Liability for general exclusions and limitations.

- 1. DOMESTIC WATER HEATER - COVERED:** tank, heat elements, thermostat, valves, flue piping, failures due to sediment build-up, electrical or gas connections; includes tankless water heaters; water heater/heating combination units and oil systems are covered up to \$1,500 aggregate. **NOT COVERED:** solar/solar-assisted water heating units, circulating pumps, expansion tanks, energy conservation flues and vents.
- 2. "INTERIOR" PLUMBING SYSTEM - COVERED:** leaks and breaks of water supply lines, gas lines, drain and waste lines, polybutylene piping; **drain line routing with rotary machinery** (excludes camera diagnosis and hydro-jetting to clear the line) through an accessible cleanout, p-trap, drain or overflow access points; pressure regulators, wax ring seals; toilet fixture and water tank (replaced with builder's standard as necessary); parts within the toilet tank, in-line shut-off valves, risers leading into: sinks, tubs and toilet; **primary sump pump** for pumping water only; single-point **instant hot water dispenser** including casing, element, wiring and valve; **whirlpool bathtub** pump and motor assembly. **NOT COVERED:** ejector/lift pumps; hose bibbs, faucets, shower heads and their respective assemblies including valves for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; basket strainers, shower base pans, shower enclosures or doors, sinks, tubs, drain tile/French drains, sprinkler systems; water well/cistern or septic systems and components; water softener, water filter/purifier, bidets, failures due to salt, mineral beds or deposits; caulking, grouting, or tiles; lines or parts lying within an unheated area; drain line stoppages caused by roots; HSA is not responsible for installing a clean-out or pulling/re-setting a toilet to access a drain line stoppage; routing through roof vents is not covered.
- 3. "INTERIOR" ELECTRIC - COVERED:** wiring, main service panels, sub-panels, receptacles or outlets, switches, fuse boxes, electric wiring to all major electrical equipment; outside outlets attached to the primary residential structure and garage; **garage door opener** (2 systems maximum)

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includes track assembly and carriage unit if part of the opener unit; permanently installed "Interior" **attic and exhaust fans** used for the intake and output of air excluding belts, shutters and filters; **ceiling fans**. **Buyer only: central vacuum; door bell systems; lighting fixtures; burglar alarms and fire alarms. NOT COVERED:** any failure in the central electrical system caused by non-covered electrical wiring or components; direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays; telephone wiring; garage door: cables, rollers, hinges, springs, keypads, remote transmitter units or door replacement; central vacuum hoses or accessories; chandeliers; smoke alarms, intercom systems; exhaust equipment mounted on the roof (i.e. turbine ventilator).

4. **KITCHEN APPLIANCES - COVERED:** all "Component Parts", except for those excluded below, including timers that affect the primary function of the appliance; all appliances must be located in the primary kitchen unless additional units have been approved by HSA and premium has been received by HSA; includes **refrigerator, oven/range, dishwasher, garbage disposal, built-in microwave oven, trash compactor and home freezer**. HSA will pay up to \$3000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium built-in refrigerators, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). **NOT COVERED:** ice maker/crusher and beverage dispensers; drain, condensate line clearing, any failures to the door other than appliance controls located within the door; clocks, knobs, handles, dials, springs, hinges, tubs, liners, baskets, shelves, drains, glass breakage, probes, rotisseries, racks, rollers, light bulbs, lock/key assemblies, buckets, televisions, computer screens or computers that are part of an appliance but do not affect the primary function of the appliance; walk-in freezers; clothes washer and clothes dryer.

OPTIONAL SELLER COVERAGE (INCLUDED WITH BUYER) (Additional fee required.)

NOTE FOR SELLER: additional fee required; this option may be ordered at any time during listing coverage; however, seller coverage begins on the date the option is ordered through HSA. Items 5. And 6. In Section E. are limited to a combined \$1,500 aggregate maximum during the listing period. Seller central heat/air option must be selected to qualify for coverage.

5. **CENTRAL HEAT - COVERED: (up to 2 units)** includes forced air furnace; radiant electric including wiring, heat lines installed in electrical baseboards, or ceiling cables; radiant hot water/steam boilers, water heater/heating combination units and oil systems are covered up to \$1,500 aggregate including radiant heating lines, circulating pumps and piping; solar heating units including solar collectors, reflectors and fiberglass or galvanized holding tanks that are used for storage of water for a solar heating system; heat exchangers, wall furnaces if they are the main source of heat to the residence; ductwork-attached **humidifiers, thermostats, ductwork** from heating unit to point of attachment at registers or grills. **NOT COVERED:** collector box, coal and wood burning equipment, chimneys, fireplaces, flue liners, systems with compressors larger than five tons; oil storage tanks, free standing or portable space heaters, heat or energy recovery units; air cleaners/filters, condensate line clearing, crane charges, heat lamps, filters, registers, grills, insulation, improperly sized ductwork.
6. **CENTRAL AIR - COVERED: (up to 2 units)** electric units, refrigerated or evaporative units, packaged systems, heat pumps; geothermal system and water source heat pump system "Component Parts" located within the "Interior" of the residence; glycol systems, water source and geothermal heat pump systems are covered up to \$1,500 aggregate; **thermostats, ductwork** from cooling unit to point of attachment at registers or grills. For covered air conditioning and heat pump failures, when repair is not possible and like SEER (Seasonal Energy Efficiency Ratio) or HSPF (Heating Seasonal Performance Factor) equipment is not readily available, HSA will replace with 13 SEER or 7.7 HSPF equipment. HSA will also install a TX valve or will replace the evaporator coil/air handler and line set if necessary to be compatible with the replaced equipment. Modifications, including but not limited to, a replacement pad for the condensing unit, relocation of existing equipment to accommodate larger sized equipment, ductwork fabrication or plenum work that is necessary to install the new coil in the existing space, will be the responsibility of the homeowner; if the 7 Star Upgrade is purchased, HSA will pay modification charges as outlined in Section E. 7 Star Upgrade. **NOT COVERED:** gas units, systems with compressors larger than five tons; outside/underground piping, well pump and "Component Parts" for geothermal and/or water source heat pumps; heat or energy recovery units; non-ducted air conditioners, condensate line clearing, crane charges, filters, registers, grills, insulation, improperly sized ductwork.

BUYER ONLY COVERAGE

7. **ELECTRICAL ITEMS - COVERED: central vacuum** motor and relay switches; we do not cover clogged lines or conditions of inadequate capacity; **doorbell systems** which are not part of an intercom system; **lighting fixtures; burglar alarms and fire alarms. NOT COVERED:** intercom systems; central vacuum hoses or accessories; chandeliers, smoke alarms.
8. **ROOF LEAKS - COVERED:** we will pay up to \$750 aggregate to repair roof leaks only; includes shingles (cedar or asphalt), built up roofing, slate and tile. DEFINITION: the exterior surface that constitutes the top of the residence, excluding any skylights. **NOT COVERED:** condominium or townhouse roofs; leaking of an existing roof that has not been properly installed or attached; damage done by ice, mud, snow or wind and any acts of God; secondary damage from any type of leak or re-roofing of the residence; chimneys, gutters or downspouts, skylight or skylight flashing repairs for leaks or any other damage.
9. **RE-KEY - COVERED:** Re-key up to 6 keyholes, including delivery of a total of 4 identical keys, on previously installed and properly functioning non-electronic door knobs and/or deadbolts for the hinged doors accessing the structural walls of your covered residential property. You are responsible for payment of your trade service call fee and the cost of any additional services provided. A separate trade service call fee applies for each unit of any covered multi-unit property. **NOT COVERED: REPLACEMENT OF DEADBOLTS, KNOBS OR ASSOCIATED HARDWARE - GARAGE DOOR OPENERS - BROKEN OR DAMAGED LOCKS - PADLOCKS - SKELETON LOCKS AND KEYS - WINDOW, FILE CABINET, SAFE, DESK OR MAILBOX LOCKS - ANY OTHER SERVICES PROVIDED BY LOCKSMITH.**

OPTIONAL BUYER COVERAGE (Additional fee required.)

Optional coverage may be purchased up to 30 days after the effective date of buyer coverage; however, coverage shall commence upon receipt of payment by HSA and will expire one year after the effective date of the contract.

10. **PERMANENTLY MOUNTED ELECTRONIC AIR CLEANER - COVERED:** transformer, power pack, switches, wires and elements. **NOT COVERED:** free standing units, mesh filters, back flush mechanisms and self-cleaning units.

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11. **WATER WELL PUMP - COVERED:** "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage are covered up to \$1,500 aggregate including access, diagnosis, repair and/or replacement; must be primary water source to residence. **NOT COVERED:** digging new or deeper wells; co-op/shared wells, irrigation/sprinkler wells, windmills, curing water quality, failures from lack of water, drop pipe, tank, electrical supply line, exterior piping or any part of the well that is not the pump; cistern and all "component parts."
12. **SEPTIC SYSTEM - COVERED:** "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage; includes ejector/lift pump; failures to the septic system electrical wiring, lines, tank, and dry (refuse) well are limited to \$300 per occurrence including access, diagnosis, repair and/or replacement. **NOT COVERED:** drain fields, leach beds, aerator/aerator systems and electrical supply lines; cess pools, cess pool cave-ins; upgrading system such as to city or municipal sewage system; septic tank pumping.
13. **WATER SOFTENER - COVERED:** all "Component Parts", except for those excluded below, including electrical wiring. **NOT COVERED:** rental or leased equipment; repair or replacement of water softener necessitated by mineral beds or deposits; cleaning.
14. **CLOTHES WASHER AND DRYER - COVERED:** all "Component Parts", except for those excluded below, including control timers. **NOT COVERED:** any failures to the door other than appliance controls located within the door; clocks, knobs, handles, dials, springs, hinges, tubs, liners, baskets, shelves, drains, glass breakage, racks, rollers, light bulbs, buckets.
15. **HOT TUB - COVERED:** must have jets, impellers, valves, be able to fill with water to qualify for coverage; includes filter, heater, pump, motor, gaskets, relays, jets, impellers, valves if stand-alone hot tub (limited to \$1,000 per occurrence of "Operational Failure" when hot tub shares mechanicals with swimming pool). **Note:** if pool/hot tub combination option is selected the two systems must share mechanical equipment. **NOT COVERED:** cleaning or sanitation equipment, skimmer equipment or secondary or booster type pumps used for cleaning pools; timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing, electrical or fuel lines; geothermal, solar or solar-assisted water heaters and their respective plumbing and equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; salt regenerator.
16. **SWIMMING POOL - COVERED:** we will pay up to \$1,000 per occurrence of "Operational Failure"; includes heaters which do not have a compressor as a component; filter, pump, motor, gaskets, relays, impellers, back flush valve and above ground plumbing lines leading to and from the swimming pool; must be for a single family, commercially built and properly installed. **NOT COVERED:** cleaning or sanitation equipment, skimmer equipment or secondary or booster type pumps used for cleaning pools; timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing, electrical or fuel lines; geothermal, solar or solar-assisted water heaters and their respective plumbing and equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; salt regenerator.
17. **SEVEN STAR UPGRADE – Crane:** we will cover up to \$300 aggregate for fees associated with the use of cranes or other lifting equipment required to remove or install rooftop heating or air conditioning units. **Central Heat: adds –** registers, grills, filters and heat lamps. HSA will only pay for any required replacement of disposable media filters if discovered during a service call initiated due to a mechanical failure related to a covered central heat or central air unit. HSA does not provide coverage for service initiated specifically for normal maintenance or filter replacement as part of normal maintenance. **Central Air: adds –** refrigerant recovery and non-ducted air conditioners. **Plumbing: adds –** faucet and shower head assemblies and their respective "Component Parts" including valve for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; faucets and shower heads will be replaced with chrome builder's standard as necessary; **toilets** replaced with like quality up to \$600 per occurrence of "Operational Failure; **accessing** plumbing located in concrete, coverage will be limited to \$1000 aggregate. **Electrical: adds –** smoke alarms; **garage door opener** hinges, springs, keypads, remote transmitters. **Appliances: adds –** refrigerator refrigerant recovery; ice maker and ice/beverage dispenser; **trash compactor** lock and key assemblies, bucket; **dishwasher** racks, tubs, liners, baskets and rollers; **built-in microwave** interior lining, door glass, clock and shelves; **oven/range** interior lining, clocks, rotisseries, racks, handles, knobs and dials; **clothes washer and dryer** (if option purchased:) tubs, liners, baskets. **Code violations:** when the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing, water heater or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). If there is only a code violation and no related covered repair or replacement, HSA will not pay simply to remove the violation. **Modification charges:** if HSA has authorized the replacement of a water heater, central heat or central air system and water heater flue, drain pan, sheet metal fabrication, plenum work or installation of a new pad for a condensing unit are necessary to complete the covered replacement, HSA will pay \$500 aggregate toward modification charges. **Permits:** HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence. **Removal and disposal** of replaced equipment: when HSA replaces a covered system we will also pay the cost to dispose of the defective equipment. **Mismatched heating and cooling systems:** HSA will cover a defect or mechanical failure of a system that was not properly matched in size or efficiency, if the defect or mechanical failure would have otherwise been covered. If the mismatched system is a code violation, coverage will be limited to \$250 aggregate. **Improper installation, modifications and/or repair:** HSA will cover a defect or mechanical failure of a system that was not properly installed, modified and/or repaired, if the defect or mechanical failure would have otherwise been covered. If the improper installation, modification or repair is a code violation, coverage will be limited to \$250 aggregate.

F. **LIMITATIONS OF LIABILITY**

Coverage does not apply in these instances:

1. Detectable pre-existing defects or deficiencies, when the "Component Parts" were not in "Proper Working Order" on the inception date of coverage, are not covered by HSA. If, on the Buyer's effective date of this contract, the defect or malfunction of the covered "Component Parts" would not have been detectable by either visual inspection and/or simple mechanical test and/or safety test performed by a qualified professional, the defect or malfunction may qualify for coverage. For example: a simple test would be a visual inspection of a heat exchanger for cracks or a carbon-monoxide test.
2. Abuse, misuse, fire, lightning, freezing, ice, storms, smoke, water damage, acts of God, accident, earthquake, soil movement, mud, chemical or sediment build-up except as outlined in section E. 1. Domestic Water Heater, fungus, rot, mold, power failure, power shortage or power outage, insect or rodent damage, pet damage, insurable peril.

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3. HSA will not contract to perform service nor pay costs involving hazardous or toxic materials or asbestos, nor will it pay costs related to refrigerant recapture, evacuation or disposal of refrigerants or contaminants. If the 7 Star Upgrade is purchased for/by the buyer HSA will pay costs associated with refrigerant recovery.
4. Modification charges or costs for metal fabrication, plenum work, or electrical changes necessary to satisfy the installation requirements of a new replacement unit. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay up to \$500 aggregate towards modification charges associated with an approved heating, air conditioning or water heater repair or replacement as outlined under Section E. Buyer 7 Star Upgrade.
5. Providing access to a covered component or system other than plumbing or ductwork systems. HSA will pay to provide access to plumbing and ductwork systems through unobstructed walls, ceilings or floors only, and will return the access opening to a rough finish condition. HSA is not responsible for moving obstructions including, but not limited to, built-in appliances, systems, cabinets, tile and floor coverings or pulling and re-setting a sink, shower or bathtub to access a failure. Any plumbing or ductwork failure requiring access through concrete, stone, rock or brick is limited to \$500 aggregate for total repair cost including access, diagnosis, repair and/or replacement, even if the primary failure is not located within the concrete, stone, rock or brick. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay up to \$1000 aggregate towards a plumbing failure requiring access through concrete, stone, rock or brick.
6. Excessive or inadequate water pressure, electrical surge, excessive or inadequate voltage, electrical currents artificially generated or inadequate amperage, water entry along the service cable.
7. Lack of capacity; normal maintenance, cleaning, adjustments, lubrication services, line bleeding, capacity increases, licenses or inspection fees; failure to maintain the temperature in the residence above freezing; improper use; contamination of fuel or energy. You are responsible for providing maintenance and cleaning on covered items as specified by the manufacturer. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing.
8. Faulty workmanship by any person including a contractor or trade-person selected and hired. Improper installation or connection of any system, appliance or component part by a contractor/trade-person or any other person, including improper conversions of heating systems and additions of air conditioning systems to an existing heating system. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay costs associated with covered systems that fail due to faulty workmanship or improper installation or modification if the defect or mechanical failure would have otherwise been covered. If the failure is a code violation HSA will pay up to \$250 aggregate per the terms outlined under Section G. Building Codes.
9. Secondary damage, consequential damage or any damage caused by or resulting from the failure or malfunction of covered or non-covered "Component Parts". Any damage resulting from the actual repair or replacement itself. Conditions beyond our control including delays in obtaining parts, relocation of equipment or labor difficulties including, but not limited to, additional costs associated with repair or replacement of a covered mechanical system due to space restrictions or location of the covered equipment. Any damage alleged to be caused directly or indirectly by the services or the timeliness of the services provided by us.
10. Any remote control transmitting/receiving items. If the 7 Star Upgrade package is purchased for/by the buyer, the remote transmitter for the garage door opener will be covered for the buyer only. Electronic, computerized or energy management systems or devices, or lighting and appliance management systems are not covered; home computers, computer systems, leased or rental equipment and/or components.
11. Damage to the physical structure of the residence including, but not limited to, load bearing walls, walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings except where specifically identified as covered.
12. Cosmetic repairs and non-"Operational Failures" including, but not limited to: finishes, cabinetry, panels, trim, buttons, chipping, dents or scratches.
13. You may be charged an additional fee by the service contractor to dispose of an old appliance, system or component. HSA is not responsible for these charges. If the 7 Star Upgrade package is purchased for/by the buyer HSA will pay the cost to dispose of defective equipment on HSA approved system replacement.
14. Equipment, items or systems that are owned by a condominium association or designated as common area in condominium declarations, plats or plans.
15. More than two central heating units, central air conditioning units or garage door opener systems unless specifically listed and approved by HSA. More than one of any appliance, including water heater, unless specifically listed and approved by HSA.
16. Repairs related to manufacturer recall or defects. In the event that there is other collectible insurance, manufacturer warranty or in-house warranty or guarantee coverage available to you covering an "Operational Failure" that is also covered by this contract, our coverage shall be in excess of, and we will not contribute with, any other insurance, warranty or guarantee.
17. HSA is not responsible for repair or replacement of systems or appliances classified by the manufacturer as commercial. HSA will pay up to \$3000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium built-in refrigerators, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company).
18. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from warranty coverage.
19. All else not listed as covered.

G. **BUILDING CODES**

HSA is not responsible for any upgrades, work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, or to meet current building or zoning code requirements, or to correct for code violations. If the 7 Star Upgrade package is purchased for/by the buyer and the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). HSA will not pay simply to remove the violation. Please reference Section E. 6 - Central air for specific information regarding air conditioning coverage and federal regulations. Under the terms of this contract, an air conditioner electrical whip and disconnect are deemed part of the central air system. HSA is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits. If the 7 Star Upgrade package is purchased for/by the buyer HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence.

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H. CANCELLATION, TRANSFER, RENEWAL

The warranty is non-cancelable by either party except for the following: **A.** The contract fees are not paid. **B.** Fraud or misrepresentation of facts material to the issuance of this contract. **C.** If the contract provides coverage for the seller during the listing period and the listing is withdrawn or expires. Should this contract be cancelable under the laws of the state where the contract holder resides, an allowable administrative fee will be charged upon cancellation.

Seller coverage under this contract is not subject to transfer and is not subject to renewal.

In the event of a transfer of the legal title and ownership of the covered residence during buyers' coverage, the remaining term may be assigned to the new homeowner. The assignee takes the warranty on the same terms, conditions, and expiration date as the assignor.

The warranty is renewable, by mutual consent, at prevailing rates for an additional 12 month period from the date of the contract expiration. HSA may, at its option, decline to issue any renewal or cancel any contract, if the contract fees are not paid within 10 days of the due date. **Note:** if you have selected a monthly payment plan, your contract will automatically renew at the expiration of this contract period. (**Renewal customers:** payment of the first installment on the renewal year premium constitutes your consent.)

I. AGENCY

Neither the real estate broker nor the broker's sales representative is an agent of HSA. Coverage is strictly determined by the warranty contract and not the representations of the real estate professional.

J. HSA'S RIGHTS OF RECOVERY

In the event of any payment under this contract, HSA shall be subrogated to all of contract holder's rights of recovery against any person or organization. You shall do nothing after loss to prejudice such rights. The company shall not be bound to pay any loss if you have impaired any right of recovery for loss.

K. STATE DISCLOSURES

Terms of this contract that are in conflict with the statutes of the states in which this contract is issued are amended to such statutes. **Kentucky residents only:** The performance of this Contract is guaranteed by a surety bond written by Liberty Mutual Insurance Company. If sixty (60) days have passed since a valid claim has been filed for which HSA has not paid, the Contract holder is entitled to make a direct claim against Liberty Mutual Surety Claims, PO Box 34526, Seattle, WA 98124. **Residents of New Jersey: free look provision** – If no claim has been made, and you return this contract to us within 10 days of the delivery of the contract, if delivered to you at the time of purchase or within 20 days of the date the contract was mailed to you by us, the contract is void and we will refund you the full purchase price or amount paid on the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after the return of this contract to us. **Residents of Maryland:** Free Look Provision - If no claim has been made, and you return this contract to us within 20 days of the date the contract was mailed to you by us or within 20 days of the delivery of the contract, if delivered to you at the time of sale, the contract is void and we will refund you the full purchase price of the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. **Residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. **Cancellation:** The cancellation administrative fee is \$25.00. This contract is non-cancelable by buyer or person entitled to benefits under this contract. **Service:** We will make every effort to ensure services are completed as soon as reasonably possible. In case of heating system failure during periods of freezing temperatures, a service company will be contacted immediately upon your notice to us of the failure.

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