

COVERAGE FOR: Alaska



# EXCEPTIONAL HOME PROTECTION AND SERVICE.

An HSA<sup>SM</sup> home warranty can help protect your budget from unexpected costs.

**Better for a reason.  
You'll love our add-ons  
and enhanced coverage.**

- ⊕ Coverage for older items no matter their age
- ⊕ Coverage for undetectable, pre-existing conditions
- ⊕ Rekey
- ⊕ Electronics coverage option
- ⊕ Buyer 7 Star Upgrade
- ⊕ Seller HVAC Option
- ⊕ And more



# Home systems and appliances will break, but they don't have to break your budget.

## What is a home warranty?

A home warranty is a one-year service contract that covers the cost to repair or replace covered parts of home systems and appliances that break down over time.

## What types of homes are covered?

We cover single-family homes,\* older homes, condos, townhomes, duplexes, triplexes, and fourplexes, new construction, and mobile homes.\*\*

## Do I need a home warranty?

We think so. In fact, 1 in 4 new home buyers use their home warranty within the first 60 days of coverage.

## What's not covered?

An HSA home warranty provides valuable coverage; however, not all services and failures are covered. For a complete understanding of your HSA home warranty, read the sample contract portion of this brochure. As examples, the following services:

- ✘ **Do not qualify for coverage:** Normal maintenance or cleaning, drain line stoppages due to roots
- 🔴 **May not qualify for repair:** Improper installation, code violations
- 💰 **May incur additional costs:** Disposal of replaced equipment, modifications required to fit new equipment, code violations, permit fees, coolant evacuation and recovery

Several of the above services are available in our Buyer 7 Star Upgrade. Review its coverage, limitations and exclusions on page four.

## How does it work?

With coverage from HSA, you know exactly what to do when things go wrong. It's as simple as this:



Request service online at [myhomewarranty.com](http://myhomewarranty.com) or by phone at 800.367.1448. Pay your Trade Call Fee.



We assign a local, qualified contractor.



On an approved claim, your covered home system or appliance is repaired or replaced.



## REGISTER ONLINE AT [MYHOMEWARRANTY.COM](http://MYHOMEWARRANTY.COM).

Accessing your HSA home warranty account is just a few convenient clicks away.

Repair or replacement is subject to contract limitations and exclusions. See plan for details.

\*Single-family homes are subject to 10,000 sq. ft. maximum.

\*\*Condos/Townhomes/Mobile homes are subject to 5,000 sq. ft. maximum.



**HSA is committed to delivering exceptional service every step of the way. When you're in need of a repair, you'll find our commitment to quality throughout the process.**

## Buyer Benefits

Showings, walk-throughs and inspections are important steps to buying your next home, but they don't uncover all issues and they can't predict what will happen. Make sure your new home is covered by an HSA home warranty. And, if the seller hasn't included it with the sale, add this valuable protection yourself.

- **Confidence** in the home you're buying because you have a plan for covered breakdowns. There are a lot of decisions that come with homeownership. This is an easy one.
- **Our workmanship guarantee.** If there's an issue with a completed repair within 30 days of service, we'll send a contractor back out for free.
- **Quality service.** HSA is available 24 hours a day, 7 days a week to help you schedule a diagnosis for your covered breakdown.
- **The reliability of a nationwide network** of qualified, independent home service contractors. There's no need to research different vendors for repair or replacement assistance – HSA has done that for you.

## Seller Benefits

Placing an HSA home warranty on your home during its listing period can help reduce many out-of-pocket expenses you may experience from unexpected covered breakdowns and repairs.

- **Mitigate unexpected, covered issues** from the home inspection to help keep your sale on track.
- **Maintain your budget** by managing the potentially high costs of covered repairs on your included systems and appliances.
- **Market your listing more effectively** by confirming your home is covered against unexpected, covered breakdowns.
- **Focus on your next home** and upcoming move.

See the plan contract at [onlinehsa.com](https://onlinehsa.com), or read the sample contract included in this brochure for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply.

# Sample Contract

The PROVIDER/OBLIGOR & PLAN ADMINISTRATOR of this Contract (the "Provider" or "HSA") is as follows:

In Alaska, Connecticut, District of Columbia, Delaware, Georgia, Kansas, Kentucky, Maryland, Michigan, Missouri, Minnesota, North Carolina, North Dakota, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Tennessee, and West Virginia: Home Security of America, Inc.  
In Illinois, Indiana, Iowa, Massachusetts, and Wisconsin: Home Security Association, Inc.  
In Rhode Island: Home Security of America, Inc. dba Home Security of Wisconsin.  
In Virginia: Home Security Association of Virginia, 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 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 fall 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.

## D. CUSTOMER SERVICE For Service call 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 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 AHS before any reimbursement will be paid. HSA is not responsible for overtime service rates. Upon your request, HSA will determine if expedited services are necessary and available and will make reasonable efforts to expedite services accordingly. 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 machines (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 drain 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) 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; central vacuum motor and relay switches; we do not cover clogged lines or conditions of inadequate capacity; door bell systems which are not part of an intercom system; 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, keypad, 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. 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, home freezer; clothes washer and clothes dryer.

## OPTIONAL SELLER COVERAGE (INCLUDED FOR 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 channels; 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. 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, mobile home, 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.

✓ 8. REKEY - COVERED: Rekey 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 KNOBS - 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.

✓ 9. 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.

✓ 10. 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 lines, 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."

✓ 11. SEPTIC SYSTEM - COVERED: "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage; includes ejector/lift pump; failure to the septic system electrical wiring, lines, tank, and dry (refuse) will be 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.

✓ 12. 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.

✓ 13. 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.

✓ 14. HOME FREEZER - COVERED: all "Component Parts", except for those excluded below, including compressor, fan motor, thermostat and wiring. NOT COVERED: walk-in freezers, drain, condensate line clearing, clocks, knobs, dials, springs, hinges, liners, any failures to the door other than appliance controls located within the door; glass breakage, baskets, racks, rollers, handles, shelves and light bulbs.

✓ 15. HOT TUB - COVERED: must have jets, impellers, valves, be able to fill with water to qualify for coverage; includes filter, pump, pump, 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, keypad, remote transmitters. Appliances: adds - refrigerator refrigerator 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 only 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:

# Sample Contract

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. **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 recovery, 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, 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.

## H. CANCELLATION, TRANSFER, RENEWAL

### 1. Cancellation.

A. HSA may terminate your contract only for the following reasons:

1. Breach of your contract by you, including but not limited to nonpayment of your contract fee or Trade Call Fees when due. HSA agrees to give you written notice of such breach and thirty (30) days opportunity from the date of such notice to cure the breach before termination;
2. Immediately upon discovering fraud or misrepresentation of material facts to HSA by you related to your Agreement; or
3. Immediately in the event you threaten to harm, or actually harm, the safety or well-being of HSA, any employee of HSA, a service contractor, or any property of HSA or the service contractor.

B. If your contract is terminated by HSA or you (and you may terminate your contract at any time for any reason, the following shall apply:

1. If your contract is terminated within the first thirty (30) days, HSA will provide a full refund of your contract fee paid to date
  2. If your contract is terminated after the thirtieth (30th) day, HSA will refund any portion of your contract paid to date applicable to the remaining contract term, less an administrative fee of an amount equal to one month's contract fee. Said administrative fee (i) shall be paid by you to HSA on demand, (ii) shall be charged to you via any payment source you have provided HSA, or (iii) shall be subtracted by HSA from any refund due to you.
2. Seller coverage under this contract is not subject to transfer and is not subject to renewal.
3. 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.
4. 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. DISPUTE REMEDY.

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved. Either party may seek binding arbitration by one arbitrator administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

**Residents of Wisconsin:** Unless you decide to file a claim solely in your individual capacity in Wisconsin small claims court and notify HSA in advance of your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by either party seeking binding arbitration by one arbitrator administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879.

The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

## L. CLASS ACTION WAIVER.

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

## M. STATE SPECIFIC PROVISIONS AND DISCLOSURES:

Terms of this contract are in conflict with the statutes of the states in which this contract is issued are amended to such statutes.

**Residents of Arkansas:** Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy. **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 10 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 the 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 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 North Carolina:** The purchase of this contract is not required either to purchase or to obtain financing. Obligations of the provider under this service contract are backed by the full faith and credit of the provider. **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 the 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. **Residents of South Carolina:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. 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 10 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 the return of this contract to us. Complaints or questions concerning this contract may be directed to the South Carolina Department of Insurance at P.O. Box 100105, Columbia, South Carolina 29202-3105 (803) 737-6180. **Residents of Tennessee:** This contract is automatically extended while the product is being repaired. **Residents of Virginia:** Obligations of the provider under this home service contract are backed by the full faith and credit of the provider. **IMPORTANT INFORMATION TO CONTRACT HOLDERS:** In the event you need to contact someone about this contract for any reason, please contact HSA, the home protection company issuing this contract, at the following address and telephone number: Home Security Association of Virginia, Inc., 150 Peabody Place, Memphis, TN, 38103, (800) 776-4663. If you have been unable to contact or obtain satisfaction from the Company, you may contact the Virginia Department of Agriculture and Consumer Services at, P.O. Box 613, Richmond, VA 23218, (804) 786-1343. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the Company or Virginia Department of Agriculture and Consumer Services, have your contract number available. **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 10 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 the return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. If HSA cancels or agrees to allow the contract holder to cancel after the free look period, then the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less an administrative fee of \$35; and any service and/or claims costs incurred by HSA. **RESIDENTS OF WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations of HSA under this contract are backed by the full faith and credit of HSA. **Cancellation:** the purchaser of this warranty may, within 15 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. **Rights of Recovery:** you will be made whole before HSA may seek recovery of any subrogation interest. **Notice of Loss:** per Wis. Statute 631.81, Operational Failures that have occurred on or before expiration of this contract may be reported to HSA after the expiration of the contract so long as: 1. Notice of the Operational Failure is given to HSA as soon as reasonably possible; 2. The failure to provide notice prior to the expiration of the contract does not prejudice HSA; and 3. It was not reasonably possible to provide notice prior to the expiration of the contract. HSA will determine if this notice meets these criteria based on individual circumstances presented to HSA.

**Residents of Georgia:** This is not a contract of insurance. In accordance with Section 33-7-6 should HSA fail to pay any claim or issue a refund within sixty (60) days after a proof of loss has been filed, then the contract holder is entitled to make a direct claim against the surety. Performance under this agreement by HSA is guaranteed by LIBERTY MUTUAL INSURANCE COMPANY WITH THE 175 BERKELEY STREET, BOSTON, MA 02116. Cancellation: A. If HSA cancels this agreement, it will be in writing and will conform to the requirement of Section 33-24-44 of the Georgia Insurance Code. B. The contract holder may cancel the agreement at any time upon demand and surrender of the agreement to HSA and in the event of such cancellation HSA will refund to the contract holder the excess of paid agreement charges above the customary short rates for the expired term. **Residents of Illinois:** The purchaser of this contract may cancel this contract for a full refund less a cancellation fee within 30 calendar days of delivery of the warranty contract, provided there has been no pro-rata refund. The purchaser may also cancel at any time and receive a pro-rata refund for the unexpired term of coverage, less the value of any service provided and less the cancellation fee. The cancellation fee for any cancellation will be the lesser of 10% of the contract price or \$50. 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. **Residents of Iowa:** The obligations of HSA under your Agreement are backed by the full faith and credit of HSA and are not guaranteed under a reimbursement insurance policy. The contents of Section H shall continue to apply, except that: The contract holder may return this contract within 20 days of the time this contract is mailed or within 10 days of delivery if this contract is delivered to the contract holder at the time of sale (escrow). If no claim has been made upon this contract prior to its return, this contract is deemed void and HSA shall refund to the contract holder, or credit the account of the contract holder, the full purchase price of this contract. The right to void this contract is not transferable and shall only apply to the original contract holder and only if no claim has been made prior to its return to HSA. If the contract holder cancels this service contract outside of the 20/10 day timelines stated above or after a claim is made under the service contract, HSA shall refund the contract holder in an amount equal to one hundred percent of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time, less any claims paid. HSA may also charge a reasonable administrative fee in an amount no greater than ten percent of the total purchase price. If HSA cancels this contract, HSA will mail a written notice of termination to the contract holder at least fifteen days before the date of the termination. Prior notice of cancellation by HSA is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by the contract holder to HSA or its administrator, or a substantial breach of duties by the contract holder relating to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this service contract is canceled by HSA for any reason other than nonpayment of the purchase price, HSA shall refund the contract holder in an amount equal to one hundred percent of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time, less any claims paid. HSA may also charge a reasonable administrative fee in an amount no greater than ten percent of the total purchase price. A ten percent penalty will be added each month to a refund that is not paid to the contract holder within thirty days of the return of the service contract to HSA. The issuer of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Purchaser Notice: The person submitting this application to the service company for the purchaser is acting as the representative of the service company and not the purchaser in this transaction. 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. **Residents of Kentucky:** 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 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 Michigan:** If the performance of this 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. **Residents of Minnesota:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. **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 10 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 the 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 New York:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. **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 10 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 the 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 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 North Carolina:** The purchase of this contract is not required either to purchase or to obtain financing. Obligations of the provider under this service contract are backed by the full faith and credit of the provider. **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 the 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. **Residents of South Carolina:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. 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 10 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 the return of this contract to us. Complaints or questions concerning this contract may be directed to the South Carolina Department of Insurance at P.O. Box 100105, Columbia, South Carolina 29202-3105 (803) 737-6180. **Residents of Tennessee:** This contract is automatically extended while the product is being repaired. **Residents of Virginia:** Obligations of the provider under this home service contract are backed by the full faith and credit of the provider. **IMPORTANT INFORMATION TO CONTRACT HOLDERS:** In the event you need to contact someone about this contract for any reason, please contact HSA, the home protection company issuing this contract, at the following address and telephone number: Home Security Association of Virginia, Inc., 150 Peabody Place, Memphis, TN, 38103, (800) 776-4663. If you have been unable to contact or obtain satisfaction from the Company, you may contact the Virginia Department of Agriculture and Consumer Services at, P.O. Box 613, Richmond, VA 23218, (804) 786-1343. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the Company or Virginia Department of Agriculture and Consumer Services, have your contract number available. **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 10 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 the return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser. If HSA cancels or agrees to allow the contract holder to cancel after the free look period, then the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less an administrative fee of \$35; and any service and/or claims costs incurred by HSA. **RESIDENTS OF WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations of HSA under this contract are backed by the full faith and credit of HSA. **Cancellation:** the purchaser of this warranty may, within 15 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. **Rights of Recovery:** you will be made whole before HSA may seek recovery of any subrogation interest. **Notice of Loss:** per Wis. Statute 631.81, Operational Failures that have occurred on or before expiration of this contract may be reported to HSA after the expiration of the contract so long as: 1. Notice of the Operational Failure is given to HSA as soon as reasonably possible; 2. The failure to provide notice prior to the expiration of the contract does not prejudice HSA; and 3. It was not reasonably possible to provide notice prior to the expiration of the contract. HSA will determine if this notice meets these criteria based on individual circumstances presented to HSA.

**Residents of Wisconsin:** Unless you decide to file a claim solely in your individual capacity in Wisconsin small claims court and notify HSA in advance of your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved. Either party may seek binding arbitration by one arbitrator administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

**Residents of Wisconsin:** Unless you decide to file a claim solely in your individual capacity in Wisconsin small claims court and notify HSA in advance of your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved. Either party may seek binding arbitration by one arbitrator administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

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# Even the best homes come with surprises. Be prepared for unexpected costs.

ONE-YEAR BASIC PLAN (SFH) \$100 Trade Call Fee	BUYER \$520	BUYER/ SELLER \$520	BUYER 7-STAR UPGRADE	\$149
Central heat, central air/heat pump and thermostat	✓	Add Seller HVAC Option \$50	Central air: refrigerant recovery and non-ducted window or wall air conditioner	✓
Ductwork and attached humidifier	✓		Central heat and air: registers, grills, filters, and heat lamps	✓
Toilet tank and bowl (builder's standard); wax ring seals	✓	✓	Mismatched heating and air conditioning systems	✓
Plumbing parts	✓	✓	Crane charges for rooftop air conditioning or heating equipment	✓
Polybutylene leaks	✓	✓	\$500 toward modifications on central heat, air or water heater	✓
Water, gas, drain, and waste lines	✓	✓	\$250 toward code violations	✓
Routing of drain line stoppages	✓	✓	Permits up to \$250 per occurrence	✓
Water heater, instant hot water dispenser, and sump pump	✓	✓	Improper installations/modifications	✓
Failures due to water heater sediment	✓	✓	Removal and disposal of replaced equipment	✓
Whirlpool bathtub	✓	✓	Garage door opener: hinges, springs, keypad, and remote transmitter	✓
Electrical system	✓	✓	Refrigerator: refrigerant recovery and ice maker/beverage dispenser	✓
Attic fans, exhaust fans, and ceiling fans	✓	✓	Faucets and showerheads (replaced with chrome builder's standard)	✓
Garage door opener	✓	✓	Trash compactor lock/key assembly and bucket	✓
Lighting fixtures, central vacuum, doorbell, burglar, and fire alarm	✓	✓	Dishwasher racks, baskets, and rollers	✓
Refrigerator	✓	✓	Built-in microwave interior lining, door glass, clock and shelves	✓
Trash compactor	✓	✓	Oven/range interior lining, clocks, rotisseries, racks, handles, knobs, and dials	✓
Dishwasher	✓	✓	Toilets replaced with like quality	✓
Garbage disposal	✓	✓	Smoke alarms	✓
Oven, stovetop/range	✓	✓		
Built-in microwave oven	✓	✓		
Covered item failures due to lack of maintenance	✓	✓		
Covered item failures due to rust and corrosion	✓	✓		
Rekey (up to 6 keyholes and 4 identical keys)	✓	✓		
Roof leaks*	✓	✓		

  

SELLER HVAC OPTION	\$50
Central heat, central air/heat pump and thermostat, ductwork, and attached humidifier	✓

See the plan contract at [onlinehsa.com](http://onlinehsa.com), or read the sample contract included in this brochure for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply.  
\*Not available for condos/townhomes/mobile homes.

**Coverage Terms**  
**Buyer Coverage:** Effective the date of closing and continues for 12 months. Renewable annually.  
**Seller Coverage:** Effective the date of application and continues for up to 6 months. Seller coverage may be extended at the sole discretion of HSA.

# Coverage Options

## The extras you want.

We made our coverage buildable because every home is different. Start with our basic plan, and then add on to it to complete your home warranty coverage to create a plan that perfectly fits your home.

### Optional Coverage

- > **Buyer 7 Star Upgrade** adds increased coverage on some appliances and home system components, includes improper installations and repairs, removal and disposal of replaced equipment, and more
- > **Seller HVAC Option** for heating and A/C coverage while a home is on the market
- > Electronics Protection Plan\*
- > Pool coverage\*\*
- > And more

### Special Member Offers

An HSA home warranty gives you the comfort of knowing you're protected – and the convenience of being prepared for what's beyond the breakdowns with home services, like:

- + Pre-season HVAC tune-ups†
- + Smart home tech installation and setup services‡
- + New appliance and air filter discounts



**Smart home tech installation and setup services**



**Pre-season HVAC tune ups**



**Seller HVAC Option**



**Electronics Protection Plan**



**Pool Coverage**



**Discounts on new appliances**

BUYER OPTIONS	
Electronics Protection Plan	\$216
Water well pump/septic system	\$100
Water softener	\$40
Electronic air cleaner	\$40
Clothes washer/dryer	\$70
Home freezer	\$40
Hot tub	\$125
Swimming pool	\$150
Pool/hot tub combination (must share common mechanicals)	\$175

Repair or replacement is subject to contract limitations and exclusions. See plan for details.

\***Electronics Protection Plan:** The Electronics Protection Plan is provided by Allstate Protection Plans and can only be purchased in conjunction with an HSA home warranty. Plan is subject to a \$2,000 per claim limit and a \$5,000 aggregate claim limit. For buyer use only.

\*\***Pool coverage:** Pool coverage is available for buyers only.

†**Pre-season HVAC tune-ups:** Tune-ups are provided by a third party and available seasonally (spring: A/C; fall: heating) for \$75 per unit. Please visit <https://www.onlinehsa.com/additional-services/> to learn more.

‡**Smart home tech installation and setup services:** Smart home tech installation and setup services are provided by a third party. Not available in all areas.



# Home Warranty Application

**EASY ENROLLMENT OPTIONS**

Online: [own.onlinehsa.com](http://own.onlinehsa.com)

Phone: 800.367.1448

Mail WITH payment: HSA, P.O. Box 650993 • Dallas, TX 75265-0993

Mail WITHOUT payment: HSA, 1524 US HWY 30 E • Carroll, IA 51401

HSA Policy Number (for your reference)

## SELECT COVERAGE DESIRED: \$100 Trade Call Fee

**COVERAGE:**  Buyer and Seller Coverage (Seller Coverage is not available for multi-family dwellings.)  Buyer Coverage Only

	1 YEAR	2 YEAR	NEW CONSTRUCTION (YEARS 2-4) <small>(Coverage begins one year after closing)</small>
Single family (SFH)	<input type="checkbox"/> \$520	<input type="checkbox"/> \$1,040	<input type="checkbox"/> \$640
Condo/townhome/mobile home	<input type="checkbox"/> \$480	<input type="checkbox"/> \$960	<input type="checkbox"/> \$590
Duplex	<input type="checkbox"/> \$750		
Triplex	<input type="checkbox"/> \$1,125		
Fourplex	<input type="checkbox"/> \$1,500		
Call 800.367.1448 for optional coverage pricing.			

## SELLER HVAC OPTION

Central heat, air conditioning/heat pump <small>(Only available when Buyer and Seller Coverage is purchased.)</small>	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	
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## BUYER OPTIONS

Call 800.367.1448 for condo new construction, buyer condo/townhome mobile homes, duplex, triplex, fourplex and coverage pricing.

	SFH	SFH	SFH NEW CONSTRUCTION
<b>BUYER 7 STAR UPGRADE*</b>	<input type="checkbox"/> \$149	<input type="checkbox"/> \$298	<input type="checkbox"/> \$149
Electronics Protection Plan**	<input type="checkbox"/> \$216		
Water well pump/septic system†	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	<input type="checkbox"/> \$125
Water softener	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$50
Electronic air cleaner	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$50
Clothes washer and dryer	<input type="checkbox"/> \$70	<input type="checkbox"/> \$140	<input type="checkbox"/> \$85
Home freezer	<input type="checkbox"/> \$40	<input type="checkbox"/> \$80	<input type="checkbox"/> \$50
Hot tub	<input type="checkbox"/> \$125	<input type="checkbox"/> \$250	<input type="checkbox"/> \$155
Swimming pool†	<input type="checkbox"/> \$150	<input type="checkbox"/> \$300	<input type="checkbox"/> \$185
Pool/hot tub combination <small>(Must share common mechanicals)†</small>	<input type="checkbox"/> \$175	<input type="checkbox"/> \$350	<input type="checkbox"/> \$215

## TOTAL

Subtotal \$ \_\_\_\_\_  
**Total (payment due at closing)** \$ \_\_\_\_\_

Please mail payment in with application.

**Coverage Limitations:** Some limitations and general exclusions apply to covered items. Please read the sample contract section of this brochure for details.

**ACKNOWLEDGEMENT:** By application for this contract, seller and/or buyer represent that, to the best of their knowledge, all Component Parts are in Proper Working Order on the date of application for this coverage. Proper Working Order means that the Component Parts are functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer. Further, seller and/or buyer agree that failure to notify Home Security of America, Inc. ("HSA") prior to repair or replacement of any Component Part may result in a refusal of coverage on that Component Part.

HSA discloses to the purchaser of this home warranty, and the purchaser consents and acknowledges by his/her signature that the real estate brokerage associated with the initiating real estate associate may receive a minimal fee for services rendered in marketing or administering the sale of this home warranty plan.

Coverage Desired:  Seller and Buyer Coverage  Buyer Coverage Only

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER:** Purchase of this home warranty is not mandatory. HSA home warranty is not the only home warranty available. No other services are contingent upon the purchase of a home warranty. I have reviewed the Home Warranty Protection plan and hereby decline coverage. I agree to hold the real estate broker and real estate professional harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## PROPERTY INFORMATION (REQUIRED)

Property Address to be Covered \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Listing Expiration Date (if selling) \_\_\_\_\_

## REAL ESTATE PROFESSIONAL INFORMATION

**COOPERATING REAL ESTATE ASSOCIATE:**  BUYER  SELLER

Real Estate Company Information \_\_\_\_\_

Main Office Number \_\_\_\_\_ Agent Mobile Phone Number \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Email \_\_\_\_\_

**COOPERATING REAL ESTATE ASSOCIATE:**  BUYER  SELLER

Main Office Number \_\_\_\_\_ Agent Mobile Phone Number \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Email \_\_\_\_\_

## CLOSING INFORMATION

Escrow/Closing/Title Company \_\_\_\_\_

Main Office Phone Number \_\_\_\_\_ Fax Phone Number \_\_\_\_\_

**ESTIMATED CLOSING DATE** \_\_\_\_\_ Closing Number \_\_\_\_\_

Closing Representative Name \_\_\_\_\_ Email Address \_\_\_\_\_

## SELLER INFORMATION

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Mailing Address - Only if different from covered property \_\_\_\_\_

## BUYER INFORMATION

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Mailing Address - Only if different from covered property \_\_\_\_\_

\*If the upgrade package has been selected and the property is a multiple family dwelling, the upgrade must be purchased for each unit.

\*\*Not available on multi-year properties.

†Not available for condos/townhomes/mobile homes.