

New! Insufficient Maintenance Now Covered  
R-410A Upgrade Included

YOUR BEST DEFENSE<sup>TM</sup>  
AGAINST THE UNEXPECTED<sup>TM</sup>

HOME WARRANTY OF AMERICA<sup>TM</sup>

13  
MONTH  
WARRANTY

FREE SELLERS COVERAGE

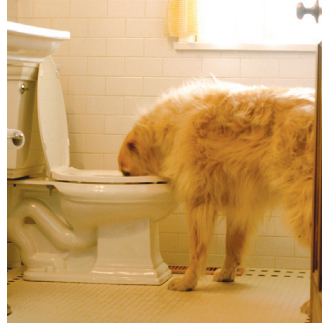
HOME WARRANTY OF AMERICA<sup>TM</sup>

P.O. Box 850 Lincolnshire, IL 60069-0850  
T: 888-492-7359 F: 888-492-7360  
[www.hwaHomeWarranty.com](http://www.hwaHomeWarranty.com)









### AN HWA™ HOME WARRANTY TAKES THE WORRY OUT OF BUYING A HOME

- 1 Network of Service Technicians are experts in their field
- 2 Offers a 30-day money back guarantee
- 3 Service is a convenient toll-free call or online visit away

### AN HWA™ HOME WARRANTY CAN HELP SELL YOUR HOME

- 1 60% faster than similar homes without warranties
- 2 3% closer to your asking price
- 3 Minimizing the chance of post-sale conflicts



## MAKE A SMART MOVE WITH AN HWA™ HOME WARRANTY

HWA™ is the only place you'll find all these benefits

- Instead of the standard 12 month period, your HWA™ home warranty is good for a full 13 months
- We cover homes of any age; there are no restrictions on how old a home and its systems or appliances can be
- The most comprehensive warranty to protect your most important asset



## APPLYING IS EASY

Don't wait for Murphy's Law to rear its unwelcome head—apply for an HWA™ home warranty today!

There are three easy ways: fill out the attached application and fax it to us toll-free at **888-492-7360**, call us toll-free at **888-492-7359**, or just apply on-line at [www.hwaHomeWarranty.com](http://www.hwaHomeWarranty.com)

Order online: [www.hwaHomeWarranty.com](http://www.hwaHomeWarranty.com)  
Phone: 888-492-7359  
Fax: 888-492-7360

## 13 Month Programs

**PLEASE PRINT**

Applicant's Last Name \_\_\_\_\_

Applicant's First Name \_\_\_\_\_

Covered Property Address \_\_\_\_\_

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

(if different from property)  
Mailing Address \_\_\_\_\_

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

Home Ph. \_\_\_\_\_ Work Ph. \_\_\_\_\_

Email \_\_\_\_\_

Home Age \_\_\_\_\_ Approx. Sq. Ft. \_\_\_\_\_

Order Date \_\_\_\_\_ (If over 5,000 sq. ft. call for quote)

I have been offered a Home Warranty of America™ home warranty for my home and understand the terms/conditions of coverage.

- Buyer's Coverage, Date of Close \_\_\_\_\_
- Seller's and Buyer's Coverage
- I Decline the benefits of this coverage. Signature \_\_\_\_\_

*Waiver: Purchase of this coverage is not mandatory. Applicant has reviewed the home warranty plan and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.*

**CONFIRMATION NUMBER** (when ordering by phone) \_\_\_\_\_

### CLOSING INFORMATION

Closing Company \_\_\_\_\_

Closing Agent \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Closing # \_\_\_\_\_

### REAL ESTATE AGENT INFORMATION

Initiating Agent Name \_\_\_\_\_

Who do you represent?  Buyer  Seller

Company Name \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

### PAYMENT OPTIONS

To be collected at closing

Check enclosed

Check sent under separate cover

Credit Card:  Visa  MasterCard  Discover

Cardholder Name \_\_\_\_\_

Cardholder Address \_\_\_\_\_

Card # \_\_\_\_\_ 3 Digit Code \_\_\_\_\_

Exp. Date \_\_\_\_\_

### CLOSING INSTRUCTIONS

Purchaser authorizes escrow/closing agent to make check payable to:  
**HWA™ at P.O. Box 850, Lincolnshire, Illinois 60069-0850**

Signature \_\_\_\_\_

Date \_\_\_\_\_

### THIS SERVICE CONTRACT DOES NOT COVER KNOWN DEFECTS

All covered items must be in good working order on the effective date of coverage.  
Please list known defects:

*The fee for this warranty is to be paid at closing and includes all fees payable to HWA™ for plan administration, the providing of service per the plan's service agreement and any optional fees to the real estate agent/company or acting agent for services performed in association with the plan. The election to purchase the protection plan is binding and is not subject to waiver or rescission.*

WARRANTY PROGRAMS	GOLD	PLATINUM	DIAMOND
Trade Call Fee per occurrence or actual cost, whichever is less.	\$60	\$75	\$75
<b>COVERED ITEMS*</b>			
Heating System/Furnace	✓	✓	✓
Air Conditioning System/Cooler	✓	✓	✓
13 SEER/R-410A Equipment Upgrade	✓	✓	✓
Ductwork	✓	✓	✓
Plumbing System	✓	✓	✓
Permanent Sump Pump	✓	✓	✓
Water Heater Including Tankless	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓
Whirlpool Bath Tub	✓	✓	✓
Electrical System	✓	✓	✓
Insufficient Maintenance	✓	✓	✓
Ceiling Fans & Exhaust Fans	✓	✓	✓
Door Bells & Burglar and Fire Alarm	✓	✓	✓
Central Vacuum	✓	✓	✓
Dishwasher	✓	✓	✓
Garbage Disposal	✓	✓	✓
Built-In Microwave	✓	✓	✓
Range/Oven/Cooktop	✓	✓	✓
Trash Compactor	✓	✓	✓
Garage Door System	✓	✓	✓
Septic Tank Pumping	-	✓	✓
Well Pump	-	✓	✓
Kitchen Refrigerator w/Ice Maker	-	✓	✓
Washer/Dryer Package	-	✓	✓
Roof Leak Repair	-	✓	✓
Premium Coverage Includes coverage for over 30 items traditionally not covered by basic home warranty plans Premium Coverage Includes: • Code Violations and Permits up to \$250 • Plumbing—Fixtures, faucets, shower heads, stoppages/clogs • Plus over 25 more items!	-	-	✓
<b>CHECK <input checked="" type="checkbox"/> PROGRAM DESIRED: COVERAGE FOR BUYER AND SELLER</b>	<input type="checkbox"/> \$420	<input type="checkbox"/> \$450	<input type="checkbox"/> \$475
Save \$160 with Diamond vs. Gold + highlighted options			
<b>FREE SELLERS COVERAGE</b> (except for Heating/Cooling/Ductwork/Premium Coverage)	✓	✓	✓
<b>OPTIONAL SELLERS COVERAGE</b>	Cost		
Heating/Cooling/Ductwork	\$50	\$	\$
<b>OPTIONAL BUYERS COVERAGE</b>	Cost		
Premium Coverage	\$60	\$	Included
Kitchen Refrigerator w/Ice Maker	\$35	\$	Included
Washer/Dryer Package	\$70	\$	Included
Roof Leak Repair	\$50	\$	Included
OrangePlus • Unknown Pre-existing Conditions • Unknown improperly matched and/or installed systems • Increases professional series appliances up to \$2,500 • Increases toilet replacement up to \$600 • Removal of defective equipment	\$75	\$	\$
<b>NEW! GreenPlus</b> • Covered system or appliance will be replaced with an ENERGY STAR Qualified Product • Dishwasher, Refrigerator and Clothes Washer • Heating System replacement with 90% efficiency model • Water Heater replacement with Tankless Water Heater	\$75	\$	\$
Pool/Spa Combo	\$150	\$	\$
Additional Pool or Spa	\$150	\$	\$
Well Pump	\$85	\$	Included
Septic Tank Pumping	\$30	\$	Included
Septic System/Sewage	\$50	\$	\$
Ejector Pump			
Stand Alone Ice Maker	\$35	\$	\$
Freezer—Stand Alone	\$35	\$	\$
13 SEER/R-410A Modification	\$50	\$	\$
Multiple Flats/Duplex/New Construction,—Call For Quote	\$	\$	\$
<b>TOTAL OPTIONAL COVERAGES:</b>	\$	\$	\$
<b>TOTAL COST OF PROGRAM &amp; OPTIONAL COVERAGE</b>	\$	\$	\$

## SAMPLE COVERAGE TERMS

## I. COVERAGE

During the coverage period, HWA's sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at HWA's expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

- A. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and**  
**B. Become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if at the time the issue or breakdown was unknown; and**  
**C. Are in place and in proper working order on the effective date of this home warranty contract.**

It is understood that HWA™ IS NOT A SERVICE PROVIDER and IS NOT ITSELF UNDERTAKING to repair or replace any such systems or components.

It is further understood that HWA's obligation to pay for the repair or replacement of covered systems and components is limited to **\$5,000** per covered item and **\$15,000** in the aggregate.

This contract only covers single-family homes, town homes and condominiums (including manufactured housing) under 5,000 square feet, unless an alternative dwelling type (i.e. 5,000 square feet or more, new construction or multiple units) is applied for by phoning 1-888-HWA-RELY. Coverage is for owned or rented residential-use property, not commercial property or residential property converted into a business.

This contract describes the basic coverage and options available. For the specific coverage detail on your home, see the front of this contract as it relates to Articles IV, V & VI. Coverage includes only the items stated as included and excludes all others. Coverage is subject to limitations and conditions specified in this contract. **Please read your contract carefully. Note: this is not a contract for insurance.**

## II. COVERAGE PERIOD

Home seller's coverage for the listing and sale period starts the date the application is received and accepted by HWA™ and continues until the expiration of the initial listing period (up to 180 days or until close of sale or listing cancellation whichever is first). Free listing coverage is only available if residence is listed with a licensed real estate professional, and the listing residence is owner occupied at time order is placed. If a telephone application is received, then coverage will start immediately upon issuance of a confirmation number by HWA™. HWA™ reserves the option to extend seller's coverage after 180 days. Home Owner's and Buyer's coverage begins and ends pursuant to the period noted at the top front of this contract provided payment is made in full on or before the first day of the period. HWA™ provides a 14-day payment grace period for contracts involved in a real estate transaction and ordered by a licensed real estate professional, title company or financial institution. New construction coverage is available (call for quote for 2, 3, and 4 year terms) and begins one year after the date of closing.

## III. SERVICE CALLS... FOR SERVICE CALL: 1-888-HWA-RELY

**A.** You or your agent (including tenant) must notify HWA™ for work to be performed under this contract as soon as the problem is discovered. HWA™ will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-HWA-RELY. Notice of any malfunction must be given to HWA™ prior to expiration of this contract.

**B.** HWA™ will immediately dispatch your call to a Service Provider (48 hours on weekends and holidays). HWA™ will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (emergency usually considered to be loss of life or peril). If you should request HWA™ to perform non-emergency service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.

**C.** HWA™ has the sole and absolute right to select the Service Provider to perform the service; and HWA™ will not reimburse for services performed without its prior approval. Wisconsin residents refer to section XIII.B.

**D.** You will pay **\$60.00** or **\$75.00** (see the front of this contract for specific trade call fee) for each trade service call. ("Trade Call Fee") or the actual cost, whichever is less. The Trade Call Fee is for each visit by an HWA™ approved Service Provider, except as noted in this Article III (E), and is payable to the HWA™-approved Service Provider at the time of each visit. The trade call fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The trade call fee also applies in the event you fail to be present at a scheduled time, or in the event you cancel a service call at the time a service contractor is in route to your home or at your home. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the proper Trade Call Fee is paid. At that time, coverage will be reinstated, but the contract period will not be extended.

**E.** If service work performed under this contract should fail, then HWA™ will provide for the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor.

## IV. COVERED SYSTEMS AND APPLIANCES

The following items labeled "Included" are covered for the home seller and home buyer for all other programs. Certain limitations of liability apply to Included systems and appliances. (See Articles I, II, III, VII, VIII, & IX).

## A. PLUMBING SYSTEM

**INCLUDED:** Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary), toilet wax ring seals - Instant Hot Water Dispensers - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps (used for storm water only) - Built-in bathtub whirlpool motor and pump assemblies, except:

**EXCLUDED:** Stoppages/Clogs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads & shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Back up and battery sump pump systems - Polybutylene piping - hose bibs - Basket strainers.

**PREMIUM COVERAGE INCLUDES:** Fixtures and Cartridges, faucets, shower heads and shower arms (replaced with chrome builders standard) - Interior Hose bibs - Toilets of like quality (**\$500 limit**) - Stoppages/clogs which can be cleared with standard sewer cable one time only.

## B. WATER HEATER (Gas, Tankless, Electric or Oil)

**INCLUDED:** All components and parts, including circulating pumps, except:  
**EXCLUDED:** Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Problems resulting from sediment - Commercial grade equipment and units exceeding 75 gallons - Drain Pans and Drain Lines - HWA™ will pay no more than **\$1,000** for repair or replacement of Tankless or Oil Water Heaters and the like.

**PREMIUM COVERAGE INCLUDES:** Problems caused by sediment.

## C. ELECTRICAL SYSTEM

**INCLUDED:** All components and parts, including built-in exhaust fans, except:  
**EXCLUDED:** Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current (D.C.) wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design - Circuit Overload - Solar Components - Energy Management Systems.

## D. KITCHEN APPLIANCES

## 1. Dishwasher (Built-in or Portable)

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Racks - Baskets - Rollers - Door seals.

**PREMIUM COVERAGE INCLUDES:** Racks - Baskets - Rollers - Door seals.

## 2. Garbage Disposal

**INCLUDED:** All components and parts, including entire unit.  
**EXCLUDED:** Problems and/or jams caused by bones and foreign objects other than food.

## 3. Built-in Microwave Oven

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Interior linings - Door glass - Cloths - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.

**PREMIUM COVERAGE INCLUDES:** Interior linings - Rotisseries - Cloths - Door seals - Lighting and handles.

## 4. Range/oven/cooktop (Gas or Electric; Built-in, Portable or Free Standing)

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Cloths (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass.

**PREMIUM COVERAGE INCLUDES:** Racks - Rotisseries - Cloths - Door seals - Lighting - Handles and Knobs.

## 5. Trash Compactor (Built-in or Portable)

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Lock and key assemblies - Removable buckets - Door seals.

**PREMIUM COVERAGE INCLUDES:** Removable buckets - Door seals.

## E. DOOR BELLS

**INCLUDED:** All components and parts.  
**EXCLUDED:** Door Bells associated with Intercom Systems.



## F. CEILING FANS AND EXHAUST FANS

**INCLUDED:** Motors - Switches - Controls - Bearings - Blades.  
**EXCLUDED:** Whole house fans - Belts - Shutters - Filters - Lighting. HWA™ will pay no more than **\$400** maximum aggregate per contract.



## G. CENTRAL VACUUM

**INCLUDED:** All mechanical system components and parts except:  
**EXCLUDED:** Duct Work - Blockages - Accessories. HWA™ will pay no more than **\$400** maximum aggregate per contract for diagnosis and repair of each vacuum.



## H. BURGLAR AND FIRE ALARM SYSTEMS

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Any wiring or parts located outside the main confines of the foundation of the home - Batteries - Video cameras - Video monitors - Sprinkler alarms & systems. HWA™ will pay no more than **\$400** maximum aggregate per contract for diagnosis and repair of each burglar and fire alarm system.



## I. GARAGE DOOR SYSTEMS

**INCLUDED:** All components and parts except:  
**EXCLUDED:** Garage doors - Infra-red sensors - Chains - Tracks - Rollers - Springs - Remote receiving/transmitting devices.

**PREMIUM COVERAGE INCLUDES:** Remote receiving/transmitting devices.

## V. ADDITIONAL COVERAGE OF THE FOLLOWING ITEMS FOR THE HOME BUYERS OF all plans AVAILABLE ONLY

**AFTER CLOSE OF SALE AND OPTIONAL TO THE HOME SELLER OF THE GOLD, PLATINUM AND DIAMOND PLANS:** If the seller's option is taken, then 1) Seller's limitations of liability still apply; and 2) the following covered items in this section are subject to a maximum combined **\$500** limitation during the listing period.

## A. HEATING SYSTEM - PRIMARY GAS, OIL, OR ELECTRIC HEATER, HEAT PUMP, INCLUDING GEOTHERMAL AND/OR WATER SOURCE HEAT PUMP OR BUILT-IN WALL UNIT (IF MAIN SOURCE OF HEAT TO HOME NOT EXCEEDING 5 TON CAPACITY AND DESIGNED FOR RESIDENTIAL USE).

**INCLUDED:** All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home). For geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. For units below 13 SEER and/or R-22 equipment and when HWA™ is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair/replacement will be performed with 13 SEER equipment, R410A equipment and/or 7.7 HSPF or higher compliant, except:

**EXCLUDED:** Baseboard casings - Oil storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Electronic air cleaners - Registers - Grills - Cloths - Timers - Heat Lamps - Fuel Storage Tanks - Flues and Vents - Humidifiers - Commercial grade equipment - Gas Heat Pump Systems - Improper use of metering devices (e. thermal expansion valves) - Outside or underground piping and components for geothermal and/or water source heat pumps - HWA™ is not responsible for the costs associated with matching dimensions, brand or color made - Except for when Option VI.H. is purchased with this contract, HWA™ will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps - Electronic, computerized, and manual systems management and zone controllers - After market inducer fan motors - Pellet Stoves - Cable heat - Wood stoves - Solar Heating and Components - Cost for crane rentals. During the period of Buyer's coverage, HWA™ will pay no more than **\$1,500** per covered item for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems, geothermal system and/or water source heat pump or any glycol system.

**PREMIUM COVERAGE INCLUDES:** Filters and Heat Lamps.

## B. DUCTWORK

**INCLUDED:** Duct from heating unit to point of attachment at registers or grills, except:  
**EXCLUDED:** Registers and grills - Insulation - Asbestos-insulated ductwork - Flues, vents and breaching - Ductwork exposed to outside elements - Separation due to settlement and/or lack of support - Damper Motors - Electronic, computerized, and manual systems management and zone controllers - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. When covered repairs require access to ductwork, HWA™ will only provide diagnosis, repair, sealing, or replacement to ductwork through unobstructed walls, ceilings or floors (obstructions include but are not limited to floor coverings, appliances, systems and cabinets). If the ductwork is accessible only through concrete encased floor, wall, or ceiling, HWA™ will pay no more than **\$500** for diagnosis, repair or replacement of such ductwork, including returning the access to rough finish, but will not cover any costs as a result of or determined by diagnostic testing.

## C. AIR CONDITIONING/COOLER (NOT EXCEEDING 5 TON CAPACITY AND DESIGNED FOR RESIDENTIAL USE)

**INCLUDED:** Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts, For geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage, for units below 13 SEER and/or R-22 equipment and when HWA™ is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair/replacement will be performed with 13 SEER equipment, R410A equipment, and/or 7.7 HSPF or higher compliant, except:

**EXCLUDED:** Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers and Chiller Components - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices (ie. thermal expansion valves) - HWA™ is not responsible for the costs associated with matching dimensions, brand or color made - Except for when Option VI.H. is purchased with this contract, HWA™ will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment or additional costs associated with evacuating the system of R-22 or cleaning the system of R-22 - Cost for crane rentals.

**PREMIUM COVERAGE INCLUDES:** Filters, costs related to Freon recapture and window units.

## VI. OPTIONAL COVERAGE AVAILABLE ONLY TO HOME BUYER (NOTE: ITEMS B, C AND D, E, AND F ARE INCLUDED IN THE BASE COVERAGE FOR HOME BUYERS AND SELLERS OF THE PLATINUM AND DIAMOND PLANS, AND ITEM G IS ALSO INCLUDED IN THE BASE COVERAGE FOR HOME BUYERS OF THE DIAMOND PLAN):

## A. POOL AND/OR SPA EQUIPMENT

**INCLUDED:** Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system, including timers (this section is subject to **\$1,000** aggregate maximum) except:

**EXCLUDED:** Pool sweep motors - Lights - Liners - Concrete encased above ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets - Fuel Storage Tanks - Built-in or detachable cleaning equipment - Control Panels - Control Switches - Computerized Control Boards - Ornamental fountains and other waterfall type equipment - Pool cover and related equipment - Disposal filtration medium.

## B. KITCHEN REFRIGERATOR W/ICE MAKER (2ND REFRIGERATOR, STAND ALONE ICE MAKER &amp; STAND ALONE FREEZER USE BELOW)

**INCLUDED:** All components and parts, including integral freezer unit, except:  
**EXCLUDED:** Racks - Shelves - Ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Door seals - Lighting and handles - Units moved out of the kitchen. - Audio/Visual Components and Inter Connection Equipment - HWA™ will pay no more than **\$1,000** for repair or replacement of Stand Alone Ice Maker.

## C. WASHER/DRYER PACKAGE

**1. Clothes Washer**  
**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Damage to clothing - Door seals.

## 2. Clothes Dryer

**INCLUDED:** All components and parts, except:  
**EXCLUDED:** Venting - Lint screens - Knobs and dials - Damage to clothing - Door seals.

## D. ROOF LEAK REPAIRS

**INCLUDED:** Leaks in rolled, asphalt shingle, or clay tile roof structures only - **\$300** aggregate maximum per contract.  
**EXCLUDED:** Gutters - Drains - Leaks involving roof mounted installations - Ice dam build-up - Deck or balcony roofs - Unattached garage roofs - Wood and underlayment - Counter flashing - Leaks resulting from or caused by any one of the following: Missing or broken shingles - Acts of God - Damages due to persons walking or standing on roof - Repairs made by others - Failure to perform normal maintenance.

## E. WELL PUMP (MAXIMUM \$400 PER CONTRACT)

**INCLUDED:** All components and parts of well pump utilized for main dwelling only except:  
**EXCLUDED:** Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling - Holding or storage tanks - Redrilling of wells.

## SAMPLE COVERAGE TERMS CONTINUED

### F. SEPTIC TANK PUMPING (MAXIMUM \$400 PER CONTRACT)

INCLUDED: Sewage Ejector Pump, Main Line Stoppages/Clogs (one time only, must have existing access or clean out). If a stoppage is due to a septic tank back up, then we will pump the septic tank one time during the term of the plan. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. HWA™ may require a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank; the cost of sewer hook ups; Disposal of waste; Chemical treatments; Tanks; Leach lines; Cess pools; Mechanical pumps/systems.

### G. PREMIUM COVERAGE PLAN (INCLUDED IN DIAMOND PLAN, OPTIONAL TO ALL OTHER PLANS)

INCLUDED: This plan adds certain coverages to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Will pay up to **\$250** aggregate to correct a code violation and **\$250** per occurrence for permits in relation to a heating, electrical, or plumbing service call if necessary to effect repair or replacement. See each covered item's sections for details.

### H. 13 SEER/R410A MODIFICATIONS

INCLUDED: If Government regulations prevents HWA™ from repairing or replacing a covered air conditioning system, or heating system with like efficiency or capacity, and HWA™ provides an upgraded unit pursuant to Section V. of this Contract, then HWA™ will also pay for up to **\$500** aggregate per contract of modifications to valves, line sets, evaporator coils, sheet metal, transitions, plenums, pads, stands, electrical, plumbing, additional costs to clean and evacuate a system of R-22, flues and crane charges required to complete the replacement installation of the heating or air conditioning system.

EXCLUDED: Permits, cleaning, disposal or ductwork testing and/or sealing

### I. SEPTIC SYSTEM (PER TANK)/SEWAGE EJECTOR PUMP

INCLUDED: Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank. Cost to diagnose, repair and/or replace the systems, including pumps, septic tank and or line is limited to a total of **\$500** per contract. EXCLUDED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), pumping, seepage pits.

### J. ORANGEPLUS

INCLUDED: Increases toilet replacement of like quality up to **\$600** – Increases professional series appliances to **\$2,500** - Removal of all defective equipment that is replaced by HWA™ under the terms of this contract – Unknown pre-existing conditions and Unknown improperly matched and/or installed systems defined as follows: HWA™ will repair or replace a covered system or appliance that fails or identified due to an associated failure that was either pre-existing or not properly matched in size or efficiency, and/or improperly installed prior to or during the contract term, provided that it was unknown or could not be known to the seller, buyer or agent by a visual inspection or simple mechanical test prior to the start of the contract. HWA will pay no more than **\$750** per contract for any unknown improper installation. If a service request is made pursuant to this contract option, HWA™ reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.

### K. HWA™ GREENPLUS

INCLUDED: If a covered appliance (limited to Dishwasher, Refrigerator, Clothes Washer), Heating System (limited to Furnace), or Water Heater breaks down per section H. above and subject to all other contract inclusions, exclusions and limitations, and it can not be repaired, HWA™ will replace as follows: the appliance with an ENERGY STAR Qualified product (subject to availability), one with all other like kind and features as existing appliance; the Heating System with a 90 percent efficiency model; and Water Heater with a tankless water heater, except:

EXCLUDED: All other contract limitations of liability and exclusions apply. HWA™ will pay no more than **\$1500** for upgrade replacement of tankless water heater and will only be paid upon proof of replacement. Receipt for replacement must be obtained by HWA™ within contract period. No costs for modifications or alterations will be paid for heating system.

## VII. ARBITRATION & LIMITATIONS OF LIABILITY

### A. ARBITRATION

If a dispute arises from or relates to this agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to try first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If they are unable to do so, they agree to submit all disputes that are not resolved to arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules.

If the parties agree, the mediator involved in the parties' mediation can serve as the arbitrator.

Any award of the arbitrator against HWA™ cannot exceed **\$5,000** per claim or **\$15,000** in the aggregate. HOME OWNER expressly waives all claims in excess of, and agrees that its recovery shall not exceed, these amounts. Any such award shall be in satisfaction of all claims by HOME OWNER against HWA™.

Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.

### B. LIMITATIONS OF LIABILITY

- The following are not included for the home seller (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (including plumbing systems, heating systems, electrical systems, built-in wall units or heat pumps) and/or air conditioning systems/coolers or pools/spas, (ii) collapsed ductwork.
- HWA™ is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible (ie. Beneath crawl spaces, floor coverings, systems, cabinets etc.). HWA™ will pay no more than **\$500** for diagnosis, repair or replacement of any covered components within Section IV.A. (Plumbing) or Section V.B. (Ductwork) that are concrete encased or otherwise inaccessible or obstructed.
- During the period of Buyer's coverage, HWA™ will pay no more than **\$1,500** per covered item for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems.
- At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by HWA™ will close the opening, and return to a rough finish condition, subject to the monetary limits outlined in this article VII, Sections 2 and 3 above. HWA™ is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like. Similarly, HWA™ is not responsible for the repair of any cosmetic defects or performance of routine maintenance.
- Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.
- HWA™ is not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. HWA™ is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.
- HWA™ is not liable for repair of conditions caused by chemical or sedimentary build up, misuse or abuse, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, storms, accidents, pest damage, or acts of God.
- HWA™ has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject, however, to limitations stated in this contract. Where replacement equipment of identical dimensions is not readily available, HWA™ is responsible for providing installation of like quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. HWA™ is not responsible for upgrade or matching color or brand. During the listing period, and for the first 30 days of the buyers period, HWA™ is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA™ will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts.
- HWA™ is not liable for repairs related to: adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems; problems or failures caused by a manufacturer's defect. Except as otherwise noted or if Option VI.H. is purchased, HWA™ is not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant or R410A equipment, HWA™ is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.
- HWA™ is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA™ shall pay no more than **\$1,000** in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, and etc.
- HWA™ reserves the right to require a second opinion.
- HWA™ is not liable for normal or routine maintenance. The contract holder is responsible for performing normal and routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. HWA™ will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. HWA's responsibilities will be secondary to any other extended or in-home warranties that exist for the included systems, components and appliances.
- Unless Option VI.J. is purchased HWA™ is not responsible for removal and hauling away of old equipment or appliances. Where available, you may be charged an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.
- HWA™ reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost to repair or replace any covered system, component or appliance.

- HWA™ will pay no more than **\$400** maximum aggregate per contract for diagnosis and repair of each burglar and fire alarm systems, fans and vacuums.
- HWA™ will pay no more than **\$2,000** maximum aggregate for any and all plumbing and electrical repairs required due to rust and corrosion (subject to all other contract limitations) nor more than **\$1,500** per contract period for well pump repairs or replacements and no more than **\$1,000** for tankless or oil water heaters and Stand Alone Ice Makers and the like.
- Unless option VI.J. is purchased HWA™ will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects.
- HOME OWNER agrees that HWA™ is not liable for the negligence or other conduct of the Service Provider, nor is HWA™ an insurer of Service Provider's performance. HOME OWNER also agrees that HWA™ is not liable for consequential, incidental, indirect, secondary, or punitive damages. HOME OWNER expressly waives the right to all such damages. HOME OWNER's sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. HOME OWNER agrees that, in no event, will HWA™'s liability exceed **\$5,000** per covered item or **\$15,000** in the aggregate.

## VIII. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

- HWA™ will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when option VI. H. is purchased), nor will it contract for services when permits cannot be obtained. HWA™ will not pay for the cost to obtain permits (except when option VI. H. is purchased).
- Except as required to maintain compatibility with equipment manufactured to be 13 SEER, R410A, and/or 7.7 HSPF or higher compliant, HWA™ is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

## IX. LEASE OPTIONS

Coverage on lease options is available for the lessee only, and begins upon payment of contract fee and receipt of application for coverage or lease of application by HWA™. Coverage continues for one full year from receipt of application and contract fee. Listing coverage is not available for sellers of investment and/or rental property.

## X. MULTIPLE UNITS AND INVESTMENT PROPERTY

- If the contract is for duplex, triplex, or fourplex dwelling, then every unit with in such dwelling must be covered by an HWA™ contract with applicable optional coverage for coverage to apply to common systems and appliances.
- If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. Listing coverage is not available to seller.
- Except as otherwise provided in this section, common systems and appliances are excluded.

## XI. TRANSFER OF CONTRACT & RENEWALS

- If your Included property is sold during the term of this contract you must notify HWA™ of the change in ownership and submit the name of the new owner by phoning 1-888-HWA-RELY in order to transfer coverage to the new owner.
- This contract may be renewed at the option of HWA™ and when permitted by state law. In that event you will be notified of the prevailing rate and terms for renewal.

## XII. CANCELLATION

This contract shall be noncancelable by company except for:

- Nonpayment of contract fees;
- Fraud or misrepresentation of facts material to the issuance of this contract;
- When contract is for listing coverage and close of sale does not occur.
- If contract is canceled, the Home Owner shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less service and administrative costs incurred by HWA™; if listing coverage is cancelled after service has been performed, and the policy fee has not yet been paid, policy holder will be responsible for purchase of policy, or reimbursement to HWA™ of service costs incurred, whichever is less.
- Cancellation within 30 days of acceptance of HWA™ if no service request has been made. If so canceled by the Contract holder, the Contract holder is entitled to a full refund of the contract proceeds less a cancellation fee of the lesser of \$30 or 10% of the Contract fee.
- Alabama residents:** If contract is cancelled, the Home Owner shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less service and a \$25 administrative cost incurred by HWA™. If the contract is cancelled within 20 days of the date the service contract was mailed or within 10 days of delivery if the contract is delivered at the time of sale and no claims have been made, the contract holder is entitled a refund of 100% of the premium.
- Arkansas residents:** If contract is cancelled within 20 days of date of mailing of contract and if no claim has been made under the service contract, the service contract is void and the provider shall refund to the service contract holder the full purchase price of the service contract.
- Georgia Residents:** All provisions of this section apply except, if homeowner cancels contract, homeowner shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid contract fee; and if the Company cancels contract, the homeowner shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid contract fee. No service, cancellation or administrative fees will be charged or deducted.
- Louisiana Residents:** If contract is returned within twenty days of the date the service contract was mailed to the service contract holder or within ten days of delivery if the service contract is delivered to the service contract holder at the time of sale and if no claim has been made under the service contract prior to its return, the service contract is void and the provider shall refund to the service contract holder, or credit the account the full purchase price of the contract. The right to void the service contract provided in this section is not transferable and shall apply only to the original service contract holder and only if no claim has been made prior to its return to the provider. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to the provider. A written cancellation notice will be provided to the last known address of the service contract holder, and such notice will include the effective date of cancellation and the reason for cancellation.
- Wyoming residents:** If you cancel this contract, cancellation will be in accordance with Section 26-49-103 of the Wyoming Insurance Code. If the contract holder cancels within 20 days of the mailing date or if delivered within 10 days of date of delivery, and if no claim has been made, the service contract is void and the provider shall refund the full purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. If the contract is cancelled by the service provider, the provider shall mail a written notice to the service contract holder at the last known address at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by the contract holder.

## XIII. MISCELLANEOUS

- Attorneys' Fees.** If either party is required to defend itself in litigation, arbitration, or otherwise, then the defending party is entitled to recover from the instigating party the amount of attorneys' fees and expenses the defending party incurs in defending the litigation, arbitration, or other proceeding unless the instigating party substantially prevails in the litigation, arbitration, or other proceeding. To the extent that the instigating party seeks monetary relief, to substantially prevail means that the instigating party must recover at least 50% of whatever that party is seeking.
- Arkansas Residents:** Home Warranty of America, Inc. PO Box 850, Lincolnshire, IL 60069 \*Obligations of the provider under this service contract are backed only by the full faith and credit of the provider and are not guaranteed under a service contract reimbursement insurance policy\*.
- Georgia Residents:** Cancellation will comply with Section 33-24-44 of the Georgia Code. In Georgia, this contract's obligations are guaranteed by a surety bond executed by International Fidelity Insurance Company One Newark Center, 20th Floor Newark, New Jersey 07102 - Telephone number (973) 624-7200 - Kerrie A. Frick. The contract holder may make a claim against the surety upon failure of the contract provider to: (a) pay a claim within 60 days of the filing of a proof of loss or (b) refund the unearned portion of the consideration paid by the contract holder in the event of a cancellation. Arbitration is NON-BINDING.
- Kentucky Residents:** The holder of the contract is entitled to make a claim against the surety insurer if the maker of the contract fails to pay any covered claim within sixty days after the claim has been filed. The Surety Insurer is International Fidelity Insurance Company 800-333-4167.
- Ohio Residents:** 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.
- Wyoming Residents:** Arbitration should be conducted in accordance with the Wyoming Arbitration Act.
- Definitions:** HWA – Home Warranty of America; You – Contract Holder; Your Agent – someone the contract holder has designated to HWA to discuss service; Service Provider – Independent contractor who diagnoses, repairs or replaces covered systems and appliances.
- Obligations of the provider under this service contract are backed by the full faith and credit of the provider. Home Warranty of America™, Inc. PO Box 850 Lincolnshire, IL 60069-0850. Limits of liability are **\$5,000** per claim or **\$15,000** in aggregate.