

# Primary Protection Plan for Sellers

## Evidence Of Coverage

As a benefit of listing with Fonville Morisey, the seller's property is covered by a no cost, no obligation HSA Home Warranty plan during the listing period (up to 12 months). This coverage does not transfer to the buyer at the time of closing.

See terms and conditions on reverse side.

### The seller may choose to upgrade to the Premier Protection Plan for Sellers and Buyers

The Premier plan provides additional coverage for the seller during the listing period, and then coverage transfers to the buyer at the time of closing. The buyer is protected for one full year by the most comprehensive home warranty product on the market.

COVERAGE	PRIMARY	PREMIER
Central heat, central air, heat pump, thermostat and ductwork	Not Available	✓
Routing of drain line stoppages	Not Available	✓
Water heater	✓	✓
Plumbing parts, water, gas, drain & waste lines	✓	✓
Toilet tank & bowl (builders standard) & wax ring seals	✓	✓
Primary sump pump & instant hot water dispenser	✓	✓
Whirlpool bathtub	✓	✓
Electrical system	✓	✓
Attic fans, exhaust fans & ceiling fans	✓	✓
Garage door opener	✓	✓
Trash compactor, dishwasher & garbage disposal	✓	✓
Oven, stove top/range & built-in microwave oven	✓	✓
Deductible	\$75	\$50/\$75/\$100
<b>TERMS</b>	<b>Seller only No cost No obligation</b>	<b>Seller &amp; Buyer \$439/\$419/\$399 Due at closing</b>



800-367-1448 / [www.onlinehsa.com](http://www.onlinehsa.com)



Emergency claims service is available 24 hours a day, 7 days a week. Call 800-367-1448 for service.

**PLEASE NOTE:** To file a claim, **homeowner must call HSA prior to calling a service contractor and prior to initiating any repairs.**  
Administered by Home Security of America, Inc.

# Primary Protection Plan - Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. YOU MUST NOTIFY HOME SECURITY OF AMERICA, INC. (HSA) PRIOR TO ACTUAL COMMENCEMENT OF REPAIR OR REPLACEMENT. TO REPORT ALL CLAIMS:  
Call HSA at 1-800-367-1448. Fax service invoices to 1-877-638-1741.

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 section F. Limitations of Liability and to the exclusions listed in each applicable section of this contract.

## A. Coverage

1. HSA will provide home protection coverage for authorized repair or replacement of "Component Parts" mentioned as covered in accordance with the terms and conditions of this contract that fail due to "Operational Failure". HSA will cover "Loss" so long as the "Component Parts":

- 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); and
- Become inoperative due to normal wear and tear; and
- Are in "Proper Working Order" on the effective date of this contract; and
- Are properly installed throughout the term of this contract for proper diagnosis.

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. Coverage is subject to limitations and conditions specified in this contract. Please read the contract carefully.

## B. Definitions

- "Component Parts" - the constituent elements of mechanical items as covered by this contract.
- "Operational Failure" - the mechanical breakdown of "Component Parts".
- "Proper Working Order" - functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer.
- "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".
- "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

Home seller: coverage begins on the date HSA issues a contract number and continues for twelve (12) months, until close of sale or termination of listing, whichever occurs first.

## D. Customer Service

1. YOU MUST NOTIFY US PRIOR TO REPAIR OR REPLACEMENT. When service is needed due to an "Operational Failure", including emergency situations, you are to telephone HSA at 1-800-367-1448, twenty-four (24) hours per day, and seven (7) days per week. 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. Repair or replacement shall be performed within forty-eight (48) hours, under normal circumstances, of an approved claim by a service contractor chosen by HSA, unless a service contractor of your choice is approved by HSA when you report the malfunction or "Operational Failure" by telephone. HSA selected service contractors must be used on all claims. (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" 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. DEDUCTIBLE: you will pay the \$75.00 deductible for each separate trade call. If multiple visits are required for the same repair you will not be charged an additional deductible. Trade call means each visit by an authorized repair contractor. The deductible shall apply to all approved costs including service call charges. If service work performed under this contract should fail, then HSA will make the necessary repairs without an additional deductible for a period of 90 days on parts and 30 days on labor. In the event that the failure is not covered, you are responsible for all charges incurred.

4. When you select the service contractor, you may be required to pay them directly and seek reimbursement from HSA if the service contractor will not bill us. HSA is not responsible for overtime service rates unless we determine a life threatening or property damaging "Operational Failure" has occurred. HSA will reimburse you for your approved coverage, subject to applicable deductible(s) within 30 days of receipt of a paid invoice from the service contractor or other proof of payment acceptable to HSA. Claim documentation and any correspondence can be faxed to HSA at 1-877-638-1741 or mailed to 310 N. Midvale Blvd., Madison, WI 53705.

5. You are required to pay the service contractor directly for the service call fee and any non-covered charges. In the event that no covered "Operational Failure" is discovered, you are required to pay the service contractor directly for all charges incurred, including access and diagnosis. HSA will not respond to a new service request when any previous deductible(s) or fees are outstanding. HSA reserves the right to recover any outstanding deductible(s) and fees directly from the contract holder.

## E. Covered "Component Parts"

1. DOMESTIC WATER HEATER - COVERED: tank, heat elements, thermostat, valves, flue piping, electrical or gas connections. NOT COVERED: solar/solar-assisted water heating units, circulating pumps, expansion tanks, sediment build-up, energy conservation flues and vents.

2. "INTERIOR" PLUMBING SYSTEM - COVERED: leaks and breaks of water supply lines, gas lines, drain and waste lines; leaks in polybutylene piping are covered up to \$500 aggregate per contract period; pressure regulators, wax ring seals, toilet fixture and water tank (replaced with builder's standard as necessary); parts within the toilet tank, in-line shut-off valves, risers leading into: sinks, tubs and toilet; primary sump pump for pumping water only; single-point instant hot water dispenser including casing, element, wiring and valve; whirlpool bathtub pump and motor assembly. NOT COVERED: ejector/lift pumps; hose bibbs, faucets, shower heads and their respective assemblies including valves for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; basket strainers, shower base pans, shower enclosures or doors, sinks, tubs, drain tile/French drains, sprinkler systems; water well 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.

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) must meet current safety standards; 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. NOT COVERED: any failure in the central electrical system caused by non-covered electrical wiring or components; telephone wiring; garage door: cables, rollers, hinges, springs, keypads, remote transmitter units or door replacement; chandeliers, smoke alarms, burglar alarms and fire alarms, intercom systems; exhaust equipment mounted on the roof (i.e. ridge-a-lators); central vacuum, door bell system and lighting fixtures.

4. KITCHEN APPLIANCES - COVERED: all "Component Parts" 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 oven/range, dishwasher, garbage disposal, built-in microwave oven and trash compactor. HSA will pay up to \$2,000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium appliances, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). Buyer only: refrigerator including icemaker/crusher and beverage dispensers. NOT COVERED: condensate line clearing, self-cleaning mechanisms, 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; stand-alone freezers, walk-in freezers, clothes washer and dryer.

## F. Limits of Liability

Coverage does not apply in these instances:

- 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.
- Abuse, misuse, fire, lightning, freezing, ice, storms, smoke, water damage, acts of God, accident, earthquake, soil movement, mud, chemical or sediment build-up, fungus, rot, mold, power failure, power shortage or power outage, insect or rodent damage, pet damage, insurable peril.
- "Operational Failures" due to rust or corrosion are excluded during seller coverage. Subject to all other terms and conditions of coverage, "Operational Failures" due to rust or corrosion are covered effective 30 days after the inception date of buyer/buyer direct coverage. "Operational Failures" due to rust or corrosion that occurred prior to the 30th day after the inception date of buyer/buyer direct coverage, but are reported after the 30th day, are excluded from coverage.
- HSA will not contract to perform service nor pay costs involving hazardous or toxic materials or asbestos, nor will it pay costs related to freon recapture, evacuation or disposal of refrigerants or contaminants. If the 5 Star Upgrade is purchased for by the buyer HSA will pay costs associated with freon recovery.
- 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 5 Star Upgrade is purchased for by the buyer, HSA will pay up to \$300 aggregate towards modification charges associated with an approved heating, air conditioning or water heater repair or replacement as outlined under Section E. Buyer 5 Star Upgrade.
- 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 including access, diagnosis, repair and/or replacement, even if the primary failure is not located within the concrete, stone, rock or brick.
- Excessive or inadequate water pressure, electrical surge, excessive or inadequate voltage, electrical currents artificially generated or inadequate amperage, water entry along the service cable.
- Lack of maintenance or 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.
- 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.
- 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.
- Any remote control transmitting/receiving items. If the 5 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.
- Damage to the physical structure of the residence including, but not limited to, load bearing walls, walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings except where specifically identified as covered.
- Cosmetic repairs and non-"Operational Failures" including, but not limited to: finishes, cabinetry, panels, trim, buttons, chipping, dents or scratches.
- 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.
- Equipment, items or systems that are owned by a condominium association or designated as common area in condominium declarations, plats or plans.
- More than two central heating units, central air conditioning units or garage door openers unless specifically listed and approved by HSA. More than one of any appliance unless specifically listed and approved by HSA.
- 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.
- HSA is not responsible for repair or replacement of systems or appliances classified by the manufacturer as commercial. HSA will pay up to \$2,000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium appliances, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company).
- 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. HSA is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits.

## H. 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.

## I. 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.