



Home Service Plan of Ohio

QUALITY SERVICE AND PROTECTION FOR YOUR INVESTMENT

TERMS & CONDITIONS HOME WARRANTY PLAN Home Service Plan of Ohio, LLC

This agreement is intended to provide against the cost of repairing certain types of mechanical failures of specific items in your home, regardless of whether the problem was disclosed to or detected by the seller or buyer (policyholder); that are located inside the confines of the main foundation of the home; that become inoperable due to normal wear and tear, including breakdowns due to insufficient maintenance and that were in "working order" at the time of application. Warranty coverage does not extend to cover "Buyer Request to Remedies" or such claims considered "Pre-existing". Please read this agreement carefully. Coverage is subject to limitations and conditions in this agreement, covering only the items mentioned as covered and excludes all others.

All utilities must be on and operable to all the covered appliances at the time of the application of coverage and remain on throughout the entire coverage period. Property must be "occupied" during and at the start of the coverage period. Home Service Plan of Ohio ("HSP") may rely upon documentation in the form of, but not limited to, home inspection reports and service records, to confirm the condition of the item at the start of coverage and verification the property has been maintained with occupied status. Buyers and Sellers agree to provide such documentation to HSP upon request.

When repair or replacement service by this agreement is required, you must call Home Service Plan of Ohio or submit a claim on the website at www.MyHomeServicePlan.com, prior to the expiration of this contract. Home Service Plan of Ohio, will not reimburse for services performed without approval and reserves the right to choose contractors.

Coverage is provided to owner occupied single family residential homes. For eligibility for coverage for homes outside these limits, call Home Service Plan of Ohio Customer Service for eligibility and pricing.

SELLERS COVERAGE PERIOD: Seller coverage begins upon receipt of application of the Home Service Plan Agreement AND commencing with the listing agreement period and continues for 180 days (or) until the home sells, (or) termination of the listing agreement, which ever comes first. Seller's coverage may be extended beyond 180 days solely at the discretion of Home Service Plan of Ohio. Seller coverage is subject to a \$50 service call per claim. Coverage for diagnosis, repair or replacement is limited to a maximum of \$300 in the aggregate. At the sole discretion of "HSP" any "HSP approved" repairs totally more than \$300 aggregate will require the Warranty Plan to be paid in full prior to any work being performed. Home Service Plan of Ohio has sole discretion to approve or deny any work exceeding \$300 during the seller's coverage period. If property does not close and HSP service has been provided, the warranty must be paid in full within 30 days of termination of listing agreement.

BUYER COVERAGE PERIOD: Buyer coverage starts upon payment of service plan due at close of sale and continues for 12 months. Buyer coverage is subject to a \$50 service call per claim.

COVERAGE: In accordance to the terms and conditions, the following items are covered by this contract for the buyer when payment is made at close of sale. Only those items that are specifically listed are covered by the contract; such items may otherwise be limited. Throughout this contract are references to items "exempt" or "excluding", which may serve merely as examples to assist your understanding of the contract and are in no way intended to be all inclusive or otherwise limit such non-covered items.

ELECTRICAL SYSTEMS

HSP" is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

ELECTRICAL SYSTEMS: Main Panels, sub-panels, breakers, wiring, plugs, switches, receptacles, interior wiring, junction boxes, doorbell wiring, conduit, fuses, circuit breakers (including ground fault) (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate). **Exempt:** Inadequate wiring capacity, grounding ungrounded outlets, sensor, timed circuits, relay, low voltage, phone or cable wiring.

GARAGE DOOR OPENERS: All mechanical system components. **Exempt:** infer-red sensors, chains, tracks, rollers, springs, remotes or units not currently meeting safety standards. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate).

CENTRAL VACUUM SYSTEM: All Mechanical system components. **Exempt:** hoses and accessories which are removable. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$400 in the aggregate)

CEILING FANS, ATTIC AND EXHAUST FANS: All mechanical parts and components including motors, switches, controls and bearings. Excluding, whole house fans, belts, shutters, lighting. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$400 in the aggregate).

APPLIANCES

HSP" is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

For appliances and fixtures to be covered by this Agreement, they must be assembled and installed according to manufacturers' specifications, connected to all activated utilities, and in proper, safe working order (functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer) at the start of coverage.

All appliances located or installed at the time of coverage application in the kitchen, classified by the manufacturer for residential use. Appliances classified as commercial or not intended for residential use are excluded.

RANGE/STOVETOP/OVEN/COOKTOP: Gas or electrical, built in or portable. All mechanical parts and components and elements, burners, over range exhaust fans, thermostat, wiring, igniters, except: rotisseries, racks, handles, knobs, interior lining, meat probe assemblies and rotisseries. Sensi-heat burners will be replaced with standard burners. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate)

KITCHEN REFRIGERATOR: All mechanical components, including integral freezer parts and components, fan motors, timers, thermostats and compressors; Except: insulation, racks and shelves. This policy does

not cover stand alone freezers which require an additional compressor to function or units moved out of the kitchen for use. This warranty will not cover refrigerators found in basements or garages as a secondary source. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$1000 in the aggregate).

BUILT-IN MICROWAVE UNITS: All mechanical parts and components, except: door lining, rotisserie, accessories, knobs, racks, lights, handles and meat probe assemblies. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate).

DISHWASHER: All mechanical parts and components and related parts, and equipment including motors, heating elements, fill valves timers. **Exempt:** racks, rollers and baskets. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate).

CLOTHES WASHER AND DRYER: All mechanical parts and components. **Exempt:** filter and lint screens, knobs and dials, soap dispensers venting, damage to clothing. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$1000 in the aggregate).

GARBAGE DISPOSAL: All mechanical parts and components including wiring, blades, switches and casing. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$250 in the aggregate).

BUILT-IN TRASH COMPACTOR: All mechanical parts and components including motors, switches and relays, except: lock/key assemblies and knobs. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$250 in the aggregate).

ELECTRICAL AND APPLIANCE: (EXCLUDING HVAC) CATEGORY LIMIT Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$3,000 in the aggregate for diagnosis, repair or replacement during the coverage period, including diagnosis access or repair or replacement of items located in or below a concrete slab or encased or covered by concrete.

HEATING & AIR CONDITIONING (HVAC)

HSP" is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

HEATING SYSTEMS: Includes all mechanical parts and components necessary for the operation of the system including, wiring, printed circuit boards, heat pumps, burners, exchangers, thermostats, circulating pumps and piping, heating elements, vent blower assembly, switches, relays and baseboard convectors for HVAC systems, that are gas, forced air, radiant, electrical, oil, propane furnaces, not exceeding 5 ton capacity and designed for residential use only, coverage is limited to 2 units. **Exempt:** Free standing auxiliary space heaters, portable units, collector box, wood burning equipment, chimneys, fireplaces, flues, oil storage tanks, heat or energy recovery units, air cleaner units or filters, condensate line clearing, heat lamps, grills, insulation, improperly sized duct work, geo-thermal, water source systems, ceiling or floor cable heat, wood stoves, inadequate capacity or undersized systems.

DUCTWORK: The ductwork from the heating unit to the point of attachment at register or grill. **Exempt:** Grills and registers, insulation, dampers and ductwork where asbestos is present. (Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate including diagnosis access or repair or replacement of items located in or below a concrete slab or encased or covered by concrete).

CENTRAL AIR CONDITIONING: (DUCTED) Refrigeration system, condensing unit, compressors, heat pump, thermostats, motors, Freon lines, coils, liquid and suction line dryers, breakers, fuses, disconnect boxes and wiring, valves (including thermostatic expansion valves), air handling unit, pump, evaporator cooler, motor belts and pulleys, float-assembly, built-in electric wall units. Coverage is limited to two units. **Exempt:** Registers, window units, condenser casings, grills, filters (including electronic air cleaner), all parts and components for geo-thermal and water source systems, humidifiers, cooler pads, roof jacks or stands, condensate line cleaning, condensate pumps, balancing of system, adjusting for temperature variation by room, cleaning, systems exceeding five tons capacity, refrigerant in excess of two pounds, inadequate capacity of undersized systems.

NOTE: A component that is found to be leaking during the Seller Coverage or within 30 days after closing will not be replaced without proof of service dated within the last 12 months. "HSP" will not repair or replace any component if it can be determined that the unit has been recharged within the last 12 months without actual repair. If "HSP" determines that the air conditioning unit must be replaced, then "HSP" will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement unit, including the installation of thermostatic valves.

"HSP" will pay costs related to the disposal of Freon (if Freon disposal is require) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component.

The following are excluded systems: Solar systems and components including holding tanks are exempt. Electronic, computerized, pneumatic and natural system management and zone controllers are exempt from any coverage.

HVAC Category Limit: Total HVAC Limit: (Heating, A/C and Ductwork). The items in this category are subject to the following maximum coverage limits determined by the age of the unit(s). The aggregate amounts include diagnosis, repair, replacement during the coverage period.

Coverage for units 0-10 years of age will include cost of all parts and labor to a maximum of \$3000 in the aggregate; Coverage for units 11-15 years of age includes parts only to a maximum of \$1000 in the aggregate; Units 15 years and older coverage includes parts only to a maximum of \$500. Coverage does not include cost of gaining access of items located in or below a concrete slab or encased or covered by concrete. Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$3,000 in the aggregate for diagnosis, repair or replacement during the coverage period, including diagnosis access or repair or replacement of items located in or below a concrete slab or encased or covered by concrete.

PLUMBING SYSTEM

HSP" is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

PLUMBING: Gas pipes, water pipes, waste pipes, drain, faucets (replaced with builders standard), valves, sill cocks, assembly parts within toilet, toilet seats and lids, whirlpool bath mechanical components, shower heads, and shower arms, pressure regulating devices. Valves, shower and tub, (builder replaced with standard), diverter valves, angle stops, risers, gate valves. Hose bibs, vent and sewer lines, normal stoppages, sewage pumps, sump pumps, well pumps. Standard AC groundwater sump pumps, switches, receptacles and evacuation lines. Examples of exempt items/conditions: Fixtures: Including - shower enclosures and base pans, shower strainers that are part of enclosure or base pan, drain stoppers or plugs, septic systems, stoppages in water lines due to chemical deposits or blockages, inadequate or excessive water pressure, corrosion, residue, sediment or rust and water softeners. Collapse or damage to plumbing caused by freezing, settlement or roots. Sewage ejectors, saunas or steam rooms. Gutters downspouts, indoor/outdoor pools, including plumbing and components. All plumbing in or under the ground, foundation or slab, all piping and plumbing outside the perimeter of the foundation, any plumbing in a detached structure. Battery powered sump pump units. Any plumbing that has been "winterized" during coverage or 6 months prior to coverage.

PLUMBING STOPPAGES: The clearing of plumbing stoppages using standard snake/auger systems up to 125 feet of point of access where accessible ground level cleanout is existing, which can be cleared with standard cable. Exempt: stoppages caused by roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of water closet and costs to locate, access or install a ground level cleanout.

WATER HEATERS: Gas, Electric and Tankless: All components, including circulating pump, Gas valve, control thermostat tank leaks, drain valve, thermocouple, heating elements, temperature and pressure relief valve. Exempt: Solar heating systems, fuel holding or storage tanks, expansion tanks. Or any issues arising from sediment.

PLUMBING SYSTEM CATEGORY LIMIT: Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$1,000 in the aggregate for diagnosis, repair or replacement during the coverage period, including diagnosis access or repair or replacement of items located in or below a concrete slab or encased or covered by concrete.

NATURAL GAS FIREPLACE COMPONENTS

Gas logs, valves, controls, switches, log lighting components and approved heater inserts. Excluded from coverage are screens, dampers, heater inserts that do not meet local code requirements. Additionally, HSP is not responsible and coverage excludes any alternations, or repairs of hearths, fireplaces or chimneys required to access items for repair. Coverage for diagnosis, repair or replacement is limited to a maximum of \$300 in the aggregate.

WELL & SEPTIC SYSTEMS

Well Pump: All components and parts of one well pump utilized as the primary source of water to the property. Exempt, electrical or cable leading to or from the well pump or within well casing, pressure switches or booster switches not located on the pump, holding or storage or pressure tanks, redrilling of wells, damage due to lack of water, geothermal wells or water source heat pumps. Coverage for diagnosis, access, repair is limited to a maximum of \$700 in the aggregate.

SEPTIC SYSTEM PUMPING: Stoppages in mainline that can be cleared through an existing access or clean out without excavation. The septic tank pumping will be limited to once during warranty coverage period, if the stoppage is due to septic back up. Sewage ejector pump for septic system only. Not Covered: Stoppages or roots that prevent the effective use of any externally applied sewer machine cable, broken or collapsed sewer lines outside the foundation. Also not covered: cost of finding or gaining access to the septic tank or sewer hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, cesspool.

SEPTIC TANK SYSTEM: Includes jet pump, sewage ejector pump, aerobic pump, septic tank and clearing sewer line from house to septic tank (see SEPTIC SYSTEM PUMPING). Not Covered: seepage pits, leach lines, leach beds, lateral lines, tile fields, insufficient capacity. Coverage for diagnosis, access, repair or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet and aerobic pumps, is limited to a maximum of \$350 in the aggregate.

Gas Lines Coverage

In addition to the gas powered items, appliances and products outlined in these terms and conditions (hot water heaters, gas kitchen appliances, etc...) Coverage includes all gas lines inside the home. Coverage for diagnosis, repair for gas lines is limited to a maximum of \$500 in the aggregate.

Roof Leaks

ROOF LEAKS: Roof leaks over occupied living areas caused by normal wear and tear on shingle, shake and composition roofs. Exempt: Roof leaks caused by improper care, repair or installation; failure to perform standard maintenance, missing, broken or defective materials, skylights, patio covers, chimneys, drains, gutters, downspouts, scuppers, flashing, ice formation, roof mounted installations. Coverage for roof leaks is limited to \$300 in the aggregate.

LIABILITY LIMITATIONS

"HSP" is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

When access was necessary to make approved repairs or replacement, the repair or finishing of any walls will be returned to a rough finish condition, limited to include patching drywall, warranty coverage does not include service for painting, sanding, wallpaper and or tile replacement.

Claims based on pre-existing conditions known by the claimant will be considered by the Home Service Plan of Ohio to be fraudulent. Home Service Plan of Ohio reserves the right to terminate the coverage agreements upon discovery of any misrepresentation, fraudulent claims, submissions or inspections.

Exempt by this contract are any repairs or replacements as a result of acts of god, fire, flood, smoke, earthquake, storms, animals, pets, odors, misuse of item, vandalism, hurricane, lightning, freezing, war, riots or attempted or improper previous repairs.

"HSP" is not responsible for repairs arising from manufacturer's recall of covered items manufacturer's defects or other items covered under an existing manufacturer's, distributors or in-home warranty plan.

Home Service Plan of Ohio has the sole authority to select independent contractors, all repairs or replacement work covered by this agreement must be authorized and approved by Home Service Plan of Ohio. Home Service Plan is not responsible for any costs associated with unauthorized repairs or replacement performed.

Home Service Plan of Ohio is not responsible for the cost of any building or zoning permits necessary to perform necessary repairs or replacements. Homeowner agrees to obtain any required permits. Cost of necessary building or zoning permits are the responsibility of the Homeowner. "HSP" will not be responsible for replacement service when permits cannot be obtained.

Home Service Plan of Ohio will not repair or replace any appliance, component, or system that is working as intended. Further, will not repair or replace any appliance, component or system that is not working that was incorrectly installed or not being used as intended, or was installed in a location where it was not intended for normal and customary use.

Items classified by manufacturer as "commercial", "commercial-grade" or "Professional" are excluded from warranty coverage.

Home Service Plan of Ohio reserves the right to offer cash payment in lieu of repair or replacement. In such cases, the amount of the cash credit shall be equal to Home Service Plan's actual cost to repair or replace the system, component or appliance. This amount is established and is at the sole discretion of Home Service Plan of Ohio.

Replacement of a covered item is at the sole discretion of Home Service Plan of Ohio, in such cases when replacing an appliance or component, the replacement will be the base model or builder standard that meets all applicable federally mandated minimal manufacturer's standards, that has the same functions and performances as the item/s being replaced. When replacing appliances, Home Service Plan of Ohio will make reasonable effort to replace the item with similar style material, type or brand. Home Service Plan of Ohio will be responsible for costs associated with the replacement item/s and the work associated with making those replacements.

Home Service Plan of Ohio has sole discretion when it comes to the replacement and repair of a covered item, in such cases when replacing an appliance or component the replacement will be the base model or the builder standard model that meets all applicable federally mandated minimal manufacturer's standards, that has the same functions and performances as the item (s) being replaced. When appliance replacement is necessary, Home Service Plan of Ohio will make reasonable effort to replace the item with similar style material, type or brand. Home Service Plan of Ohio will be responsible for costs associated with the replacement item(s) and the work associated with installation. The work will be done within the terms of this agreement. The homeowner and Home Service Plan may agree on payment of cash in lieu of repair or replacement. Payment will be made based on "HSP's" negotiated rates with suppliers, which may be less than retail, minus any diagnostic fees previously incurred by "HSP". When replacing any appliance, "HSP" will not consider any failures that do not contribute to the appliance's primary function including without limitation, TV's or radios in the kitchen refrigerator. Should a single component of a multi-feature appliance (including but not limited, double wall ovens, microwave/range combination) qualify for replacement, "HSP" will not determine a reimbursement amount based on the cash value of the failed component as if it were a freestanding appliance. "HSP" will replace with equipment of similar features, efficiency and capacity but it not responsible for matching brand, dimensions or color, installation or delivery. "HSP" reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part. If no component or part is available and no essential function of the appliance is affected, "HSP" will not replace the appliance. Instead, "HSP" reserves the right to determine the value of the malfunctioning part and contribute the cash value toward the replacement.

"HSP" will not affect service involving hazardous or toxic materials including asbestos, lead, or any other contaminants. "HSP" is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

ADDITIONAL TERMS AND CONDITIONS

WARRANTY OF WORK: Home Service Plan of Ohio warrants work performed under the terms of the warranty agreement for 30 days after completion of the repair or replacement. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly.

DISPUTE RESOLUTION & ARBITRATION: All controversies or claims between parties arising from or relating to in anyway, directly or indirectly or connected to this agreement, or breach thereof, including but not limited to including the scope of warranty services, any promises, representations or negotiations provided by Home Service Plan of Ohio, or an appointed agent for Home Service Plan of Ohio, shall be settled by arbitration administered in accordance with the applicable rules of the American Arbitration Association. Parties mutually agree to appoint an arbitrator knowledgeable and familiar with the home warranty industry. If the Parties are not able to agree upon the selection of an arbitrator within 20 days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association accordance with the terms of this agreement. The laws of the OHIO shall be applied in any arbitration proceedings. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

TRANSFER OF CONTRACT: Policy holder must notify Home Service Plan of Ohio in writing, within 30 days of effective transfer date, if the covered property is sold, transferred or there is a change of ownership during the coverage period.

TERMINATION OF CONTRACT: This contract is non-cancellable during the "effective coverage period", except for the following reasons. 1) Non-payment of fees per the contract. 2) Property transfers to new owner without proper notification to Home Service Plan of Ohio, as outlined in paragraph "Transfer of Contract" of this agreement. 3) Any fraudulent or misrepresentation of material facts about the property, condition of property or appliance or systems, 4) Any other warranty coverage terms and conditions in this contract such as outlined in "Buyers Coverage Period" or "Sellers Coverage Period". If this contract is cancelled by Home Service Plan of Ohio, the policy holder may be entitled to a pro-rated refund of the paid contract fee for remaining term minus any fees, service costs incurred by Home Service Plan of Ohio.

CUSTOMER SERVICE: When service is required contact Home Service Plan, of Ohio directly. Phone service is available 24/7 for emergency service and normal business hours for non-emergency calls. Once coverage eligibility is confirmed, Home Service Plan of Ohio will schedule a visit with one of our authorized service providers to evaluate and open a claim request. Should you request emergency service to preform non-emergency service outside normal business hours you will be responsible for payment of any additional fees, including overtime charges.

ENTIRE AGREEMENT: This written agreement represents the entire agreement. Any amendments, changes or variance from this agreement must be in writing and mutually agreed upon by all parties. Both parties agree they have not been induced to enter into the agreement and no other promises, statements, representations or inducements have been made by the other party.