

Edina Realty[®]

Warranties

Issued by HSASM Home Warranty

Don't let home protection be an afterthought.

Choose the right home warranty for your home.

An Edina Realty[®] Home Warranty, issued by HSASM Home Warranty, can help protect your budget from being derailed by unexpected costs.



Enjoy additional coverage and services from HSA Home Warranty, such as:

- ✓ Rekey service
- ✓ Tech installation and setup
- ✓ Seller HVAC Option
- ✓ Electronics coverage
- ✓ New appliance and air filter discounts
- ✓ and more!
- ✓ Seasonal HVAC tune-ups
- ✓ Buyer 7 Star Upgrade

See page 2 for details.

THE PROTECTION AND CONVENIENCE YOU NEED

A home is one of the largest investments a person will ever make, so it's important to protect it. With an Edina Realty Home Warranty, you can do just that.

A home warranty is a service contract that will help protect your budget against the cost of covered repairs or replacements to the major components of home systems and appliances that fail due to normal wear and tear. Plus, we remove the time-consuming task of having to find a service company. When there's a failure, simply call us and we'll dispatch a qualified home repair professional to take care of you.

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

THE EXTRAS YOU WANT

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



Seller HVAC Option



Electronics coverage



Pool coverage

Optional Coverage

Choose **optional coverage** to create a plan that perfectly fits your home.

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

Additional Services

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

- ✓ **Rekey service**
- ✓ **Seasonal HVAC tune-ups**
- ✓ **Tech installation and setup**
- ✓ **New appliance and air filter discounts**
(available for sellers when Seller Coverage is chosen)

Limitations and exclusions apply. See contract for details.

Additional services are not included in Seller Coverage. For buyer use only.

Electronics Plan: This option is subject to a \$2,000 per Electronics Plan claim limit and a \$5,000 aggregate Electronics Plan claim limit. Electronics-related coverage and services are provided by a third party.

Seasonal HVAC Tune-ups: Tune-ups are available seasonally (spring: A/C; fall: heating) for \$75 per unit.

Tech Installation and Setup: Tech installation and setup services are provided by HelloTech. Not available in all areas.



Rekey service



HVAC tune-ups



Discounts on new appliances

UNDERSTAND YOUR HOME WARRANTY

With an Edina Realty Home Warranty, you get valuable coverage on your mechanical systems and appliances; however, not all services and failures are covered. We want to help you understand the coverage so you see the value in having the Edina Realty Home Warranty. For a complete understanding of your Edina Realty Home Warranty, read the sample contract portion of this brochure.

Some of the following services:



Do not qualify for coverage:

- Normal maintenance and or cleaning
- Drain line stoppages due to roots



May not qualify for repair:

- Improper installation
- Code violations



May incur additional costs:

- Disposal of the replaced equipment
- Modifications required to fit new equipment
- Code violations
- Permit fees
- Coolant evacuation and recovery

Coverage for some of the above services is available in the Buyer 7 Star Upgrade Package. You can view the enhanced coverage included in this upgrade in the section below.

SELLER/BUYER COVERAGE				
Basic Plan with \$100 Trade Call Fee				\$515
SELLER HVAC OPTION				
Central heat, central air/heat pump (2 units), ductwork and thermostat				\$60
BASIC PLAN	SELLER	BUYER	BUYER 7 STAR UPGRADE	\$149 BUYER
Central heat, central air and heat pump (2 units), ductwork and thermostat	Optional \$60	✓	Crane charges for rooftop air conditioning and heating replacement	✓
Plumbing parts	✓	✓	Central heat and air: registers, grills, filters and heat lamps	✓
Water heater, instant hot water dispenser and sump pump	✓	✓	Central air: refrigerant recovery and non-ducted window or wall air conditioner	✓
Routing of drain line stoppages	✓	✓	Faucets and shower heads (replaced with chrome builder's standard)	✓
Toilet tank and bowl (builder's standard); wax ring seals	✓	✓	Burglar alarms, fire alarms and smoke alarms	✓
Polybutylene leaks	✓	✓	Attic and exhaust fans	✓
Whirlpool bathtub pump and motor	✓	✓	Toilets replaced with like quality	✓
Water, gas, drain and waste lines	✓	✓	Garage door opener: hinges, springs, keypad and remote transmitter	✓
Water softener	✓	✓	Refrigerator: refrigerant recovery and ice maker/beverage dispenser	✓
Electrical system and ceiling fans	✓	✓	Trash compactor lock/key assembly and bucket	✓
Garage door opener (2 units)	✓	✓	Dishwasher: racks, baskets and rollers	✓
Lighting fixtures, central vacuum and door bell system	✓	✓	Built-in microwave: interior lining, door glass, clock and shelves	✓
Clothes washer and dryer	✓	✓	\$250 toward code violations	✓
Refrigerator	✓	✓	\$500 toward modifications on central heat, air or water heater	✓
Trash compactor, dishwasher & garbage disposal	✓	✓	Permits up to \$250 per occurrence	✓
Oven, stove top/range and built-in microwave oven	✓	✓	Disposal of replaced equipment	✓
Failures due to lack of maintenance	✓	✓	Improper installation and mismatched systems	✓
Failures due to water heater sediment	✓	✓	BUYER OPTIONS	
Failures due to rust and corrosion	✓	✓	Electronics Plan	\$216
Rekey (up to 6 keyholes and 4 identical keys)		✓	Water well pump/septic system	\$30
Undetectable pre-existing conditions		✓	Electronic air cleaner	\$20
Roof leaks (\$2,000 aggregate)		✓	Home freezer	\$30
Foundation leaks (\$2,000 aggregate)		✓	Hot tub	\$100
			Swimming pool	\$150
			Pool/hot tub combination (must share common mechanicals)	\$175

COVERAGE TERMS

Seller coverage: effective the date of application and continues for up to 6 months.

Buyer coverage: effective the date of closing and continues for 12 months. Renewable annually.

An Edina Realty Home Warranty issued by HSA Warranty covers repair or replacement of many major components of home systems and appliances, but not necessarily the entire system or appliance. Refer to contract for details.

SAMPLE CONTRACT

Neither Edina Realty, nor its affiliated companies, is the provider of the Edina Realty Home Warranty. The Edina Realty Home Warranty is provided and administered by HSA Home Warranty (Home Security of America, Inc.)

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 800.367.1448, FAX SERVICE INVOICES TO 800.329.2478.

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":

A. Are located within the "Interior" of the main foundation of the home or attached or detached garage (except for the exterior well pump, septic system, condensing unit and pool/spa equipment).

B. Are properly installed throughout the term of this contract for proper diagnosis.

C. Become inoperative due to normal wear and tear.

C.1. HSA will provide coverage for systems and appliances which malfunction due to lack of maintenance, rust or corrosion if the defect or mechanical failure would have otherwise been covered. Coverage is only provided for mechanical failures which occur and are reported to HSA during the term of this contract.

D. Are in "Proper Working Order" on the effective date of this contract.

2. This contract covers single-family resale homes and condominium or town house units. Multi-family homes up to and including eight (8) family dwelling units may be covered if applied for and the appropriate fee is paid. Multiple-family homes qualify for listing coverage; however, coverage is limited to the owner-occupied unit. Tenant occupied properties are not eligible for coverage during the listing period. Coverage is for owned or rented residential property and excludes commercial property or residences used as businesses, including but not limited to, day care centers, fraternity/sorority houses and nursing/care homes.

3. Coverage includes only the items stated as covered and excludes all others. Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. Coverage is subject to limitations and conditions specified in this contract. Please read the contract carefully.

B. Definitions

1. "Component Parts" – the constituent elements of mechanical items as covered by this contract.

2. "Operational Failure" – the mechanical breakdown of "Component Parts."

3. "Proper Working Order" – functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer.

4. "Loss" – the reasonable market cost or the actual cost HSA can contract for the required services, whichever is less, for the repair or replacement of "Component Parts."

5. "Interior" – the space within the external surface area which constitutes the perimeter of the residence's exterior walls; under the roofing materials; above or enclosed 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 six (6) months, until close of sale or termination of listing, whichever occurs first. Seller coverage may be extended at the sole discretion of HSA.

Home buyer: for properties involved in a real estate transaction, coverage begins at the close of sale and continues for twelve (12) months from that date. Payment is due at the close of sale.

New construction: coverage begins on the first anniversary of the close of sale and continues for one (1) or three (3) years from that date. Length of coverage is determined by the premium paid. Payment is due at the close of sale.

Buyer direct: for properties not involved in a real estate transaction, coverage begins fifteen (15) days after payment is received by HSA and continues for twelve (12) months from that date. Call 800.367.1448 for pricing.

D. Customer Service

1. **YOU MUST NOTIFY US PRIOR TO REPAIR OR REPLACEMENT.** When service is needed due to an "Operational Failure," you are to telephone HSA at 800.367.1448, twenty-four (24) hours per day, and seven (7) days per week. Your call may be recorded and/or monitored for quality assurance purposes. This telephone contact shall initiate the service request without the requirement of a claim form or service application. This notification includes the requirement that we have the opportunity to speak with the service contractor prior to the implementation of any repairs. Failure to do so may result in our denial of reimbursement for the expenses you incurred.

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

2. You shall take every precaution to protect the property giving rise to the "Operational Failure" until the necessary repair or replacement is authorized by HSA and made. HSA will initiate service under normal circumstances by contacting a Service Contractor within 48 hours after your service request is made to HSA. The service contractor will contact you to set an appointment. **HSA selected service contractors must be used on all claims.** Please be aware, HSA may be affiliated with the company or technician performing work under this contract. (Please notify HSA if you have a complaint about an HSA-selected service contractor.) **If HSA cannot provide a contractor for you, HSA will approve the use of a contractor outside of its network.** We have the sole right to determine if items will be repaired or replaced. Unless specifically identified elsewhere in this contract, replacement shall be with systems comparable in features, capacity and efficiency; HSA is not responsible for matching dimensions, color or brand. The use of non-original manufacturer "Component Parts" is permitted in making repairs under this contract. We will use original manufacturer "Component Parts" when non-original manufacturer "Component Parts" are unavailable. HSA reserves the right to obtain additional opinions at our expense. HSA reserves the right to offer cash in lieu of repair or replacement based on what HSA can expect to pay to repair the failure (parts and labor); this amount may be less than retail or less than your actual cost. Once a failure has been diagnosed, subsequent failures to the same system will be exempt from coverage unless and until proof of repair is submitted to HSA. Proof shall include, but is not limited to, receipts verifying repair and/or replacement.

3. **Trade Call Fee:** you will pay the Trade Call Fee for each separate trade call. Trade Call Fee amount is determined by the trade price selected. If multiple visits are required for the same repair you will not be charged an additional Trade Call Fee. Trade call means each visit by an authorized repair, contractor. The Trade Call Fee 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 Trade Call Fee 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 trade call fee(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 800.329.2478 or mailed to 150 Peabody Place, Suite 302, Memphis, TN 38103.

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 trade call fee(s) or fees are outstanding. HSA reserves the right to recover any outstanding trade call fee(s) and fees directly from the contract holder.

E. Covered "Component Parts"

Seller & Buyer Coverage

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



1. **DOMESTIC WATER HEATER - COVERED:** tank, heat elements, thermostat, valves, flue piping, electrical or gas connections; includes tankless water heaters; water heater/heating combination units are covered up to \$1,500 aggregate; failures due to sediment build-up. **NOT COVERED:** solar/solar-assisted water heating units, circulating pumps, expansion tanks, energy conservation flues and vents.



2. **"INTERIOR" PLUMBING SYSTEM - COVERED:** leaks and breaks of water supply lines, gas lines, drain and waste lines, leaks in polybutylene piping; **drain line routing** with rotary machinery (excludes camera diagnosis and hydro-jetting to clear the line) through an accessible cleanout, p-trap, drain or overflow access points; pressure regulators, wax ring seals, toilet fixture and water tank (replaced with builder's standard as necessary); parts within the toilet tank, in-line shut-off valves, risers leading into: sinks, tubs and toilet; **primary sump pump** for pumping water only; **water softener** including electrical wiring; 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 file/French drains, sprinkler systems, water well/ cistern or septic systems and components; water filter/purifier, bidet, failures due to salt, mineral beds or deposits; caulking, grouting, or tiles; lines or parts lying within an unheated area; rental or leased equipment; repair or replacement of water softener necessitated by mineral beds or deposits; cleaning; drain line stoppages caused by roots; HSA is not responsible for installing a clean-out or pulling/re-setting a toilet to access a drain line stoppage; routing through roof vents is not covered.



3. **"INTERIOR" ELECTRIC - COVERED:** wiring, main service panels, sub-panels, receptacles or outlets, switches, fuse boxes, electric wiring to all major electrical equipment; outside outlets attached to the primary residential structure and garage; **garage door opener** (2 systems maximum) must meet current safety standards; includes track assembly and carriage unit if part of the opener unit; **ceiling fans; central vacuum** motor and relay switches; we do not cover clogged lines or conditions of inadequate capacity; **door bell systems** which are not part of an intercom system; **lighting fixtures.** **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; central vacuum hoses or accessories; chandeliers, burglar alarms, fire alarms, smoke alarms, attic and exhaust fans; intercom systems; direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays.



4. **KITCHEN APPLIANCES - COVERED:** all "Component Parts", except for those excluded below, including timers that affect the primary function of the appliance; except for clothes washer and dryer 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 **clothes washer and dryer, refrigerator, oven/range, dishwasher, garbage disposal, built-in microwave oven and trash compactor.** HSA will pay up to \$3,000 aggregate for the life of the contract toward repair or replacement of Professional series or ultra-premium built-in refrigerator, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). **NOT COVERED:** ice makers/beverage dispensers and their respective equipment; condensate line clearing, any failures to the door other than appliance controls located within the door; clocks, knobs, handles, dials, springs, hinges, tubs, liners, baskets, shelves, drains, glass breakage, probes, rotisseries, racks, rollers, light bulbs, lock/key assemblies, buckets, televisions, computer screens or computers that are part of an appliance but do not affect the primary function of the appliance; walk-in freezers, home freezer.

Seller Option (Included with buyer)

NOTE FOR SELLER - additional fee required: this option may be ordered at any time during listing coverage; however, seller coverage begins on the date the option is ordered through HSA. Seller central heat/air option must be selected to qualify for coverage.



5. **CENTRAL HEAT - COVERED: (up to 2 units)** includes forced air furnace; radiant electric including wiring, heat lines installed in electrical baseboards, or ceiling cables; radiant hot water/steam boilers, water heater/heating combination units and oil systems are covered up to \$1,500 aggregate including radiant heating lines, circulating pumps and piping; solar heating units including solar collectors, reflectors and fiberglass or galvanized holding tanks that are used for storage of water for a solar heating system; heat exchangers, wall furnaces if they are the main source of heat to the residence; **thermostats; ductwork** from heating unit to point of attachment of registers or grills. **NOT COVERED:** humidifier, collector box, coal and wood burning equipment, chimneys, fireplaces, flue liners, systems with compressors larger than five tons; oil storage tanks, free standing or portable space heaters, heat or energy recovery units; air cleaners/filters, condensate line clearing, crane charges, heat lamps, filters, registers, grills, insulation, improperly sized ductwork.



6. **CENTRAL AIR - COVERED: (up to 2 units)** electric units, refrigerated or evaporative units, packaged systems, heat pumps; geothermal system and water source heat pump system "Component Parts" located within the "Interior" of the residence; glycol systems, water source and geothermal heat pump systems are covered up to \$1,500 aggregate; **thermostats; ductwork** from cooling unit to point of attachment at registers or grills. For covered air conditioning and heat pump failures, when repair is not possible and like SEER (Seasonal Energy Efficiency Ratio) or HSPF (Heating Seasonal Performance Factor) equipment is not readily available, HSA will replace with 13 SEER or 7.7 HSPF equipment. HSA will also install a TX valve or will replace the evaporator coil/air handler and line set if necessary, to be compatible with the replaced equipment. Modifications, including but not limited to, a replacement pad for the condensing unit, relocation of existing equipment to accommodate larger sized equipment, ductwork fabrication or plenum work that is necessary to install the new coil in the existing space, will be the responsibility of the homeowner; if the 7 Star Upgrade is purchased, HSA will pay modification charges up to \$500 in the aggregate for the buyer. **NOT COVERED:** humidifier, gas units, systems with compressors larger than five tons; outside/underground piping, well pump and "Component Parts" for geothermal and/or water source heat pumps; heat or energy recovery units; non-ducted air conditioners, condensate line clearing, crane charges, filters, registers, grills, insulation, improperly sized ductwork.

Buyer Only Coverage



7. **ROOF LEAKS - COVERED:** we will pay up to \$2000 aggregate to repair roof leaks only; includes shingles (cedar or asphalt), built-up roofing, slate and tile. DEFINITION: the exterior surface that constitutes the top of the residence, excluding any skylights. **NOT COVERED:** condominium or townhouse roofs; leaking of an existing roof that has not been properly installed or attached; damage done by ice, mud, snow or wind and any acts of God; secondary damage from any type of leak or re-roofing of the residence; chimneys, gutters or downspouts, skylight or skylight flashing repairs for leaks or any other damage.



8. **REKEY - COVERED:** Rekey up to 6 keyholes, including delivery of a total of 4 identical keys, on previously installed and properly functioning non-electronic door knobs and/or deadbolts for the hinged doors accessing the structural walls of your covered residential property. You are responsible for payment of your trade call fee and the cost of any additional services provided. A separate trade call fee applies for each unit of any covered multi-unit property. **NOTE:** Rekey coverage not available as part of seller's listing coverage.

SAMPLE CONTRACT



9. FOUNDATION LEAKS - COVERED: we will pay up to \$2000 aggregate to repair water leakage and seepage only, which occur during the coverage period. Includes the main foundation of the covered home constructed with poured concrete, concrete block or limestone. **Note:** pre-existing leaks and foundations hidden by interior finished walls are not covered. **NOT COVERED:** leakage and seepage caused by improper landscaping or drainage; gutters and downspouts on home; improper extensions on downspouts; mold, mildew and dampness; efflorescence, acts of God such as excessively heavy rains, floods and hydrostatic pressure; crawl spaces.

Buyer Optional Coverage (Additional fee required)

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



10. WATER WELL PUMP - COVERED: "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage; includes ejector/lift pump; failures to the septic system electrical wiring, lines, tank, and dry (refuse) well are limited to \$300 per occurrence including access, diagnosis, repair and/or replacement; must be primary water source to residence. **NOT COVERED:** digging new or deeper wells; co-op/shared wells, irrigation/sprinkler wells, windmills, curing water quality, failures from lack of water, drop pipe, tank, electrical supply line, exterior piping or any part of the well that is not the pump; cistern and all "Component Parts".



11. SEPTIC SYSTEM - COVERED: "Operational Failures" occurring more than thirty (30) days after the inception date of buyer/buyer direct coverage; includes ejector/lift pump; failures to the septic system electrical wiring, lines, tank, and dry (refuse) well are limited to \$300 per occurrence including access, diagnosis, repair and/or replacement. **NOT COVERED:** drain fields, leach beds, aerator/aerator systems and electrical supply lines; cess pools, cess pool cover-ins; upgrading system such as to city or municipal sewage system; septic tank pumping.



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



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



14. HOT TUB - COVERED: must have jets, impellers, valves, be able to fill with water to qualify for coverage; includes filter, heater, pump, motor, gaskets, relays, jets, impellers, valves if stand-alone hot tub (limited to \$1,000 per occurrence of "Operational Failure" when hot tub shares mechanicals with swimming pool). **Note:** if pool/hot tub combination option is selected the two systems must share mechanical equipment. **NOT COVERED:** cleaning equipment, skimmer equipment or secondary or booster type pumps used for cleaning pools; timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing; electrical or fuel lines; geo-thermal, solar or solar-assisted water heaters and their respective plumbing and equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; "habitat spa" or similar type unit.



15. SWIMMING POOL - COVERED: we will pay up to \$1,000 per occurrence of "Operational Failure"; includes heaters which do not have a compressor as a component; filter, pump, motor, gaskets, relays, impellers, back flush valve and above ground plumbing lines leading to and from the swimming pool; must be for a single family, commercially built and properly installed. **NOT COVERED:** cleaning equipment, skimmer equipment or secondary or booster type pumps used for cleaning pools; timers, lights, main body, liners, structural defects, covers, filter grids, concrete-encased or underground plumbing; electrical or fuel lines; geo-thermal, solar or solar-assisted water heaters and their respective plumbing and equipment; wood encased or otherwise inaccessible parts; any unit with an independent boiler system; "habitat Spa" or similar type unit.

Buyer 7 Star Upgrade

Crane: we will cover up to \$300 aggregate for fees associated with the use of cranes or other lifting equipment required to remove or install rooftop heating or air conditioning units. **Central Heat: adds -** registers, grills, filters and heat lamps. HSA will only pay for any required replacement of disposable media filters if discovered during a service call initiated due to a mechanical failure relating to a covered central heating unit. HSA does not provide coverage for service initiated specifically for normal maintenance or filter replacement as part of normal maintenance. **Central Air: adds -** refrigerant recovery, non-ducted air conditioners, registers, grills and filters. **Plumbing: adds - faucet and shower head assemblies and their respective "Component Parts" including valve for shower/tub diverter, trip levers, tub stopper assembly and sink pop-up assembly; faucets and shower heads will be replaced with chrome builder's standard as necessary; toilets replaced with like quality up to \$600 per occurrence of "Operational Failure; accessing plumbing located in concrete, coverage will be limited to \$1000 aggregate. **Electrical: adds -** permanently installed "interior attic and exhaust fans used for the intake and output of air excluding bells, shutters, filters and exhaust equipment mounted on the roof (i.e. turbine ventilator); burglar alarms, fire alarms and smoke alarms; garage door opener hinges, springs, keypads, remote transmitters and garage door openers not meeting current safety standards. **Appliances: adds -** refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; trash compactors lock and key assemblies, bucket; dishwasher racks, tubs, liners, baskets and rollers; built-in microwave interior lining, door glass, clock and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials; clothes washer and dryer tubs, liners, baskets. **Code violations:** when the correction of a code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). HSA will not pay simply to correct the code violation(s). **Modification charges:** if HSA has authorized the replacement of a water heater, central heat or central air system and sheet metal fabrication, plenum work or installation of a new pad for a condensing unit are necessary to complete the covered replacement, HSA will pay \$500 aggregate toward modification charges. **Permits:** HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence. **Removal and disposal** of replaced equipment: when HSA replaces a covered system, we will also pay the cost to dispose of the defective equipment. **Mismatched heating and cooling systems:** HSA will cover a defect or mechanical failure of a system that was not properly matched in size or efficiency, if the defect or mechanical failure would have otherwise been covered. If the mismatched system is a code violation, coverage will be limited to \$250 aggregate. **Improper installation, modifications and/or repair:** HSA will cover a defect or mechanical failure of a system that was not properly installed, modified and/or repaired, if the defect or mechanical failure would have otherwise been covered. If the improper installation, modification or repair is a code violation, coverage will be limited to \$250 aggregate.**

F. Limitations of Liability

Coverage does not apply in these instances:

1. Detectable pre-existing defects or deficiencies, when the "Component Parts" were not in "Proper Working Order" on the inception date of coverage, are not covered by HSA. If, on the Buyer's effective date of this contract, the defect or malfunction of the covered "Component Parts" would not have been detectable by either visual inspection and/or simple mechanical test and/or safety test performed by a qualified professional, the defect or malfunction may qualify for coverage. For example: a simple test would be a visual inspection of a heat exchanger for cracks or a carbon-monoxide test. **2.** Abuse, misuse, fire, lightning, freezing, ice, storms, smoke, water damage, acts of God, accident, earthquake, soil movement, mud, chemical or sediment build-up, fungus, rot, mold, power failure, power shortage or power outage, insect or rodent damage, pet damage, insurable peril. **3.** HSA will not contract to perform service nor pay costs involving hazardous or toxic materials or asbestos, nor will it pay costs related to refrigerant recapture, evacuation or disposal of refrigerants or contaminants. If the 7 Star Upgrade is purchased for/by the buyer HSA will pay costs associated with refrigerant recovery. **4.** Modification charges or costs for metal fabrication, plenum work, or electrical changes necessary to satisfy the installation requirements of a new replacement unit. HSA will pay up to \$500 aggregate towards modification charges associated with an approved heating, air conditioning or water heater repair or replacement as outlined under Section E. Buyer 7 Star Upgrade. **5.** Providing access to a covered component or system other than plumbing or ductwork systems. HSA will pay to provide access to plumbing and ductwork systems through unobstructed walls, ceilings or floors only, and will return the access opening to a rough finish condition. HSA is not responsible for moving obstructions including, but not limited to, built-in appliances, systems, cabinets, tile and floor coverings or pulling and re-setting a sink, shower or bathtub to access a failure. Any plumbing or ductwork failure requiring access through concrete, stone, rock or brick is limited to \$500 aggregate for total repair including access, diagnosis, repair and/or replacement, even if the primary

failure is not located within the concrete, stone, rock or brick. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay up to \$1000 aggregate towards a plumbing failure requiring access through concrete, stone, rock or brick. **6.** Excessive or inadequate water pressure, electrical surge, excessive or inadequate voltage, electrical currents artificially generated or inadequate amperage, water entry along the service cable. **7.** Lack of capacity; normal maintenance, cleaning, adjustments, lubrication services, line bleeding, capacity increases, licenses or inspection fees; failure to maintain the temperature in the residence above freezing; improper use; contamination of fuel or energy. You are responsible for providing maintenance and cleaning on covered items as specified by the manufacturer. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. **8.** Faulty workmanship by any person including a contractor or trade-person selected and hired. Improper installation or connection of any system, appliance or component part by a contractor/trade-person or any other person, including improper conversions of heating systems and additions of air conditioning systems to an existing heating system. If the 7 Star Upgrade is purchased for/by the buyer, HSA will pay costs associated with covered systems that fail due to faulty workmanship or improper installation or modification if the defect or mechanical failure would have otherwise been covered. If the failure is a code violation HSA will pay up to \$250 aggregate per the terms outlined under Section G. Building Codes. **9.** Secondary damage, consequential damage or any damage caused by or resulting from the failure or malfunction of covered or non-covered "Component Parts". Any damage resulting from the actual repair or replacement itself. Conditions beyond our control including delays in obtaining parts, relocation of equipment or labor difficulties including, but not limited to, additional costs associated with repair or replacement of a covered mechanical system due to space restrictions or location of the covered equipment. Any damage alleged to be caused directly or indirectly by the services or the timeliness of the services provided by us. **10.** Any remote control transmitting/receiving items. If the 7 Star Upgrade package is purchased for/by the buyer, the remote transmitter for the garage door opener will be covered for the buyer only. Electronic, computerized or energy management systems or devices, or lighting and appliance management systems are not covered; home computers, computer systems, leased or rental equipment and/or components. **11.** Damage to the physical structure of the residence including, but not limited to, load bearing walls, walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings except where specifically identified as covered. **12.** Cosmetic repairs and non-"Operational Failures" including, but not limited to: finishes, cabinets, panels, trim, buttons, chipping, dents or scratches. **13.** You may be charged an additional fee by the service contractor to dispose of an old appliance, system or component. HSA is not responsible for these charges. If the 7 Star Upgrade package is purchased for/by the buyer, HSA will pay the cost to dispose of defective equipment on HSA approved system replacement. **14.** Equipment, items or systems that are owned by a condominium association or designated as common area in condominium declarations, plats or plans. **15.** More than two central heating units, central air conditioning units or garage door opener systems unless specifically listed and approved by HSA. More than one of any appliance unless specifically listed and approved by HSA. **16.** Repairs related to manufacturer recall or defects. In the event that there is other collectible insurance, manufacturer warranty or in-house warranty or guarantee coverage available to you covering an "Operational Failure" that is also covered by this contract, our coverage shall be in excess of, and we will not contribute with, any other insurance, warranty or guarantee. **17.** HSA is not responsible for repair or replacement of systems or appliances classified by the manufacturer as commercial. HSA will pay up to \$3,000 aggregate for the life of the contract toward repair/replacement of Professional series or ultra-premium built-in refrigerator, including, but not limited to, Sub-Zero, Viking or Jenn-Air (individual trademarks are owned by the brand name company). **18.** Items listed as Not Covered are intended as examples of the types of items excluded from warranty coverage. They are not completely inclusive of all systems and appliances excluded from coverage. **19.** All else not listed as covered.

G. Building Codes

HSA is not responsible for any upgrades, work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, or to meet current building or zoning code requirements, or to correct for code violations. If the 7 Star Upgrade package is purchased for/by the buyer and the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", HSA will pay up to \$250 aggregate to correct the code violation(s). If there is only a code violation and no related covered repair or replacement, HSA will not pay simply to remove the violation. Please reference Section E. 6 - Central air for specific information regarding air conditioning coverage and federal regulations. HSA is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits. If the 7 Star Upgrade package is purchased for/by the buyer, HSA will pay the cost for obtaining permits for HSA-approved repairs and replacements up to \$250 per occurrence.

H. Cancellation, Transfer, Renewal

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

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

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

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

I. Agency

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

J. HSA's Rights of Recovery

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

K. State Disclosures

Terms of this contract that are in conflict with the statutes of the states in which this contract is issued are amended to such states. **RESIDENTS OF WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Cancellation:** the purchaser of this warranty may, within 15 calendar days of the delivery of the warranty contract, reject and return the warranty contract for a full refund less actual costs or charges needed to issue and service the warranty contract. **Rights of Recovery:** you will be made whole before HSA may seek recovery of any subrogation interest. **Notice of Loss:** per Wis. Statute 631.81, Operational Failures that have occurred on or before expiration of this contract may be reported to HSA after the expiration of the contract so long as: 1. Notice of the Operational Failure is given to HSA as soon as reasonably possible; 2. The failure to provide notice prior to the expiration of the contract does not prejudice HSA; and 3. It was not reasonably possible to provide notice prior to the expiration of the contract. HSA will determine if this notice meets these criteria based on individual circumstances presented to HSA. **Residents of Minnesota:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. Free Look Provision - If no claim has been made, and you return this contract to us within 20 days of the date the contract was mailed to you by us or within 10 days of the delivery of the contract, if delivered to you at the time of sale, the contract is void and we will refund you the full purchase price of the contract. A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after the return of this contract to us. The right to void the contract is not transferable and applies only to the original contract purchaser.

MANAGING YOUR HOME WARRANTY



REQUESTING SERVICE IS EASY



Contact Us. If the item is covered in your contract, visit myhomewarranty.com to place a service request, or call our 24/7 customer service toll-free at 800.367.1448. You will pay a Trade Call Fee for each trade (plumbing, electrical, etc.) that you request service for.



Home Repair Professional Assigned. HSA Home Warranty will assign a local, qualified home repair professional to handle your covered request.



Schedule Service. Your assigned home repair professional will contact you by phone to schedule an appointment during normal business hours to diagnose your covered item.



Relax. Your home repair professional will come to your home and repair or replace the covered item. You're responsible for any costs incurred that aren't covered under the warranty contract.

REGISTER ONLINE AT MYHOMEWARRANTY.COM.

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



QUICK SERVICE REQUESTS

Place your service request online, so you will have more time to enjoy your home.



SIMPLE CONTRACT RENEWALS

Maintain your home warranty without going to the post office.



MOBILE-FRIENDLY ACCESS

Control your account from anywhere, including payments and service request updates.



24/7 COVERAGE CHECKLIST

See what's covered and download your contract anytime.

COVERAGE THAT BENEFITS YOU

BUYER BENEFITS

As a buyer, make sure your new home is covered by an Edina Realty Home Warranty. If the seller doesn't provide the warranty, take matters into your own hands and purchase this valuable protection yourself.

- **The comfort of being protected.** There can be many expenses to cover when moving into a new home. Take comfort in knowing that repairs to a covered system or appliance won't be one of them.
- **Reliable service, 24/7.** You don't have to worry about calling different vendors for estimates and repairs. Just call HSA. They'll arrange for a diagnosis, choosing from their list of qualified service professionals.
- **Valuable protection year after year.** The good news is that an Edina Realty Home Warranty helps protect your budget from the unexpected. The great news is that the warranty is renewable with a monthly payment plan option.

SELLER BENEFITS

As a seller, a home warranty placed during the listing period can help reduce many out-of-pocket expenses sellers often experience from unexpected breakdowns and repairs.

- **Coverage while your home is on the market.** This means if something goes wrong, you can continue to concentrate your efforts on selling your home instead of worrying about repairs.
- **A powerful marketing tool.** Offering a home warranty in the contract is an excellent way to entice buyers and it sets your home apart from the competition.



Contract Number Date Assigned Form Number **ER2020****PROPERTY INFORMATION (REQUIRED)**

Property Address to be Covered _____

City _____ State _____ Zip _____

Listing Expiration Date (if selling) _____

REAL ESTATE PROFESSIONAL INFORMATIONInitiating Real Estate Associate: Buyer Seller

Real Estate Company Information _____

Main Office Number _____ Fax Phone Number _____

Agent Name _____ Agent Email _____

COOPERATING REAL ESTATE ASSOCIATE Buyer Seller

Main Office Number _____ Fax Phone Number _____

Agent Name _____ Agent Email _____

CLOSING INFORMATION

Escrow/Closing/Title Company _____

Main Office Phone Number _____ Fax Phone Number _____

Estimated Closing Date _____ Closing Number _____

Closing Representative Name _____ Email Address _____

SELLER INFORMATION

First Name _____ Last Name _____

Phone Number _____ Email Address _____

Mailing Address - Only if different from covered property _____

BUYER INFORMATION

First Name _____ Last Name _____

Phone Number _____ Email Address _____

Mailing Address - Only if different from covered property _____

SELECT COVERAGE DESIRED

SELLER/BUYER COVERAGE	\$100 TRADE CALL FEE
Single Family	<input type="checkbox"/> \$515
Condominium	<input type="checkbox"/> \$475
Duplex	<input type="checkbox"/> \$695
Triplex	<input type="checkbox"/> \$880
Fourplex	<input type="checkbox"/> \$1,060

SELLER HVAC OPTIONCentral heat, air conditioning/heat pump \$60**NEW CONSTRUCTION (Coverage begins one year after closing)**Year 2 through 4 \$650

New Construction: Call 800.367.1448 for optional coverage pricing.

BUYER 7 STAR UPGRADE* \$149**BUYER OPTIONS**Electronics Plan \$216Water well pump/septic system \$30Electronic air cleaner \$20Home freezer \$30Hot tub \$100Swimming pool \$150Pool/hot tub combination (must share common mechanicals) \$175**TOTAL**

Subtotal \$ _____

Sales Tax** \$ _____

Total (payment due at closing) \$ _____

Please mail payment in with application.

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

Purchase Agreement: By application for this contract, seller and/or buyer represent that, to the best of their knowledge, all items are in good working order on the date of application for this coverage. Further, seller and/or buyer agree that failure to notify HSA prior to repair or replacement of any covered item may result in a refusal of coverage on that item.

HSA discloses to the purchaser of this warranty, and the purchaser consents and acknowledges by his/ her signature that the employing broker may receive a minimal fee for services rendered in marketing or administering the sale of this warranty plan.

Coverage Desired: Seller Coverage Buyer Coverage

Applicant signature _____

Date _____

WAIVER: Purchase of this coverage is not mandatory. HSA is not the only warranty available. No other services are contingent upon the purchase of the warranty. I have reviewed the home warranty protection plan and hereby decline coverage.

Signature _____ Date _____

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

** Add tax where required by law. To obtain exact tax amounts please call 800.367.1448. Final tax will be calculated on the order confirmation.

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