



**13**  
**mo.** WARRANTY

888-492-7359

[HWAHomeWarranty.com](http://HWAHomeWarranty.com)

**WE'VE GOT YOU COVERED**

**NATIONAL**



**COVERAGE THAT GIVES YOU REAL-LIFE ASSURANCE**

- Coverage for More Than 120 Items
- 13 Months of Initial Coverage
- No Age Restrictions on Appliances and Systems
- Free Listing Coverage
- Trusted for Over 25 Years
- Home Title Monitoring & Identity Theft Protection Included! See more inside.



## HOW DOES A HOME WARRANTY PROTECT YOU?

You're covered for life's big emergencies—fire, theft, severe weather damage—by your homeowners insurance policy. But can you relax when it comes to everyday disasters? Your appliances and plumbing, electrical and heating/cooling systems have limited lifespans due to normal wear and tear. A Home Warranty of America plan **helps reduce your out-of-pocket repair and replacement costs** for essential home systems—and gives you **peace of mind**.

## WHY CHOOSE HWA?

For over two decades, Home Warranty of America has helped homeowners like you stay safe and feel comfortable when buying, selling or just living in their homes.

When you choose HWA, you're choosing:

- 13 months of initial coverage
- A fully customizable plan that meets your unique needs
- Easy-access customer service via phone, email or web
- Coverage of more than 120 items
- Protection against unknown pre-existing conditions
- FREE Seller's Coverage on active listings for up to 180 days (\$3,000 limit)
- No age restrictions on your home
- Discounted multi-year plans
- 1 Year of free Home Title Monitoring included with Diamond plan
- Optional coverage available for Mobile Phone Protection and Homeowners Deductible Reimbursement
- Coverage for townhomes, condos and investment properties and new construction plans
- Dependable service from a national network of independent qualified service technicians

## REAL-LIFE ASSURANCE

Trusted for Over 25 Years

Enhanced seller's coverage

No age restrictions on your home

Additional Protection for Home Title, Mobile Phones, and more

## WE'RE HERE WHEN YOU NEED US

Request Service / File a Claim / Ask Questions



Visit [HWAHomeWarranty.com](https://www.HWAHomeWarranty.com) or call (888) 492-7359



We're available to take your call 24 hours a day, 7 days a week

## FAQS

**Q. What's the difference between a home warranty and homeowners insurance?**

A. A home warranty is designed to apply when your home's covered appliances and systems break down due to normal wear and tear. That's different from homeowners insurance, which pays for damages and losses caused by unexpected events such as fire and weather damage—but won't help if your washing machine breaks down. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

**Q. Are there dollar coverage limits on covered items?**

A. Yes—these are clearly outlined in your contract. You'll find limits on covered items such as heating and cooling systems, water heaters, alarm systems, etc.

**Q. Are the service technicians licensed?**

A. Yes! The network of servicers are a fully vetted and background screened group of service companies.

**Q. Is there a wait period to file a claim?**

A. No! HWA real estate plans do not include a waiting period.

**Q. How do I file a claim?**

A. Filing a claim is easy. Go to [HWAHomeWarranty.com](http://HWAHomeWarranty.com) and click the File a Claim button on the home page, or call (888) 492-7359 and select option 2.

**Q. When do I pay my Trade Call Fee?**

A. The fee is payable directly to the technician that comes to your home.

**Q. Do I need a home inspection before ordering a home warranty?**

A. No, although it is a good idea to get your home inspected to make sure all items are in good working order. Consequently, the contract does not cover any known pre-existing conditions.



SCAN THE QR CODE TO VIEW THE  
TERMS AND CONDITIONS

Protect your home AND financial assets with a Diamond Plan from HWA.

# IDENTITY THEFT PROTECTION & HOME TITLE MONITORING...

**NOW INCLUDED IN HWA'S DIAMOND PLANS!**

A new era of technology has ushered in a massive proliferation of data that has redefined our personal, social, and financial identities. While the digitization of core activities in our lives has a wealth of benefits, it also creates security risks to our personal information that require safe and intentional navigation. Financial Shield uses near real-time monitoring, alerts, and tools to help protect your financial assets from identity thieves.



With HWA's Diamond Plan, Receive 1 Year FREE with Financial Shield – a \$120 Value\*



## YOUR FINANCIAL SHIELD MEMBERSHIP INCLUDES:

- Home Title Monitoring
- Financial Transaction Monitoring
- Monthly Credit Score
- Bank & Financial Account Monitoring
- High Risk Transaction Monitoring
- Authentication Alerts
- Fictitious Identity Monitoring
- \$1,000,000 Identity Theft Insurance
- Dark Web Monitoring
- Credit Security Freeze Assistance
- Credit Monitoring & Alerts
- Lost Wallet Protection
- Spend Tracking by Category
- Customer Support & Victim Assistance

\*Email, Telephone, & Enrollment Required. Promotional offer currently valid through 12/31/25. Scan the QR code for full details.



## GET THE MOST OUT OF YOUR HOME WARRANTY OF AMERICA COVERAGE WITH **ORANGE PLUS COVERAGE**

**Included with all Diamond plans!**

Orange Plus coverage enhances coverage for standard covered items that are otherwise excluded. Your Orange Plus Coverage includes:

- Up to \$250 to correct **Building Code Violations**
- Up to \$250 per occurrence for required **Building Permits**
- **Haul Away Services** for covered items when replacing such item
- Up to \$750 to correct **Improper Installation/Repair/Modification** of covered items
- **NEW – Homeowners Insurance Deductible Reimbursement** up to \$1,000!

### **HOMEOWNERS INSURANCE DEDUCTIBLE REIMBURSEMENT from Home Warranty of America**

If you need to file a claim on your Homeowners Insurance policy, HWA has your back! In the event of a claim on an item covered by your home warranty policy, get up to \$1,000 reimbursed for your deductible payment with our Homeowners Insurance Deductible Coverage.

**Now included with our  
Orange Plus coverage!**

Orange Plus and Homeowners Insurance Deductible Reimbursement are included in all Diamond buyer plans, and available optionally for \$160 in Gold and Platinum buyer plans. See Terms and Conditions for more details.



# MOBILE PHONE PROTECTION

**NOW AVAILABLE FOR \$180 ON ALL 3 PLANS!\***

Tired of replacing cracked screens or faulty mobile devices? With Mobile Phone Protection from HWA, any active cellular phones for residents of your covered home are protected. For any damage due to accidental damage, such as a cracked screen, or defective workmanship, you will be reimbursed for the cost to repair or replace the device when a claim is filed.



Unlimited Devices per Home



Cracked Screen Repair



Reimbursement for Repair or Replacement



Water Damage Coverage



Covers Equipment Defects



Easy Claim Filing via the Online Portal



\* Maximum liability under this plan is \$800 per claim. Each claim is subject to a service call fee in the amount set forth in your coverage details. Coverage is limited to two claims per plan per 12-month period. Coverage starts 31 days after receipt of your Home Warranty of America policy fee. See the full terms and conditions for a complete description of coverage, limitations and exclusions by scanning the QR code below.

## YOUR HOME SERVICE AGREEMENT SHOULD YOU NEED SERVICE

**PLEASE READ THIS AGREEMENT CAREFULLY and then place Your claim at [www.HWAHomeWarranty.com](http://www.HWAHomeWarranty.com) or by calling 1-888-492-7359.**

Have Your Contract Number, make and model of the Covered Item, and Covered Item's complete street address available. You must pay the Service Fee, stated on Your Coverage Details, in advance of any services being scheduled.

### A. DEFINITIONS

1. **"Agent"** refers to the real estate agent or representative that is assisting You on the purchase or sale of Your home.
2. **"Agreement"** refers to this Home Warranty of America Service Agreement.
3. **"Agreement Fee"** refers to the amount listed as Your "Rate" on Your Coverage Details and the amount You paid for this Agreement.
4. **"Annual Monthly Agreement Fee"** refers to the Agreement Fee for each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).
5. **"Common Systems"** refers to systems or appliances that are utilized by multiple apartments, multiple units, multiple units of townhomes, multiple single-family homes, or multi-family homes.
6. **"Commercial Grade Equipment"** refers to air-conditioners, furnaces, and other systems and appliances not intended for residential sale or residential use.
7. **"Coverage Details"** refers to the page preceding Your Agreement that is headed "Coverage Details" at the top of the page and lists Your name, contract number, covered property address, Agreement Fee, and Service Fee.
8. **"Covered Item"** refers to each numbered item listed in Sections D1 to D14, and when an applicable fee is paid, as modified by Sections D15 and D16; and Sections E1 to E19, if applicable. Some Covered Items require payment of additional fees. See Your Coverage Details for a list of Covered Items included in Your policy.
9. **"Fixed-Term Plan"** refers to a plan with a fixed term of 1 year or greater.
10. **"Home Buyer"** refers to a purchaser of a home which would be the subject of coverage under this Agreement.
11. **"Home Seller"** refers to a seller of a home which would be the subject of coverage under this Agreement.
12. **"Monthly Plan"** refers to a plan with a monthly recurring term of coverage.
13. **"Order Date"** refers to the date that You submitted Your Agreement Fee for processing by Us.
14. **"Primary Purpose"** refers to a Covered Item's primary operating function. An example of a failure that does not affect the primary operating function is a failed light bulb or ice maker in a refrigerator.
15. **"Replace" or "Replacement"** of a Covered Item means for clothes dryer, clothes washer, built-in microwave, oven/range/cooktop, dishwasher, refrigerator, and garbage disposal, We are responsible only for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. For all other Covered Items, We will replace with builder's standard grade equipment that is the basic option that typically comes in standard sizes, colors, and standard configurations designed to fit most homes. We shall not be responsible for costs of equipment or labor in excess of builder's standard grade equipment.
16. **"Service Costs"** refer to any costs incurred by Us for access, diagnosis, repair and/or Replacement during the term of Your Fixed-Term Plan or, in the case of Monthly Plans, each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).
17. **"Service Fee"** refers to the amount You will have to pay to a Service Provider when You make a request for service.
18. **"Service Provider"** refers to a qualified service contractor within Our network that completes work under this Agreement. Service Providers are third parties, not employees of Ours.
19. **"You" or "Your"** refers to the Agreement holder(s).
20. **"We", "Us" and "Our"**, throughout this Agreement, refer to American Global Obligor, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arizona, Arkansas, Florida, Hawaii, Illinois, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Nevada, New Hampshire, New Mexico, New York, Oklahoma, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Washington, D.C., Wisconsin, and Wyoming. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama, Inc. (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona, Inc. (HWA-AZ). In Arkansas, the company obligated under this Agreement is Home Warranty Administrator of Arkansas, Inc. (HWA-AR). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida, Inc. (HWA-FL). In Hawaii, the company obligated under this Agreement is Home Warranty Administrator of Hawaii, Inc. (HWA-HI). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois, Inc. (HWA-IL). In Iowa, the Company obligated under this Agreement is Home Warranty Administrator of Iowa, Inc. (HWA-IA). In Kentucky, the company obligated under this Agreement is Home Warranty Administrator of Kentucky, Inc (d/b/a/ HWA). In Louisiana, the company obligated under this Agreement is DMM Results of LA, Inc. (DMM-LA). In Massachusetts, the company obligated under this Agreement is Home Warranty Administrator of Massachusetts, Inc. (HWA-MA). In Minnesota, the company obligated under this Agreement is Home Warranty Administrator of Minnesota, Inc. (HWA-MN). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada, Inc. (HWA-NV). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire, Inc. (HWA-NH). In New Mexico, the company obligated under this Agreement is Home Warranty Administrator of New Mexico, Inc. (HWA-NM). In Georgia and New York, the company obligated under this Agreement is Home Service Club Warranty Corp. (HSC). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma, Inc. (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina, Inc. (HWA-SC). In Texas, the company obligated under this Agreement is HWAT, Inc., dba Home Warranty Administrators (HWA-TX). In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. dba Choice Home Warranty (HWA-UT). In Vermont, the company obligated under this Agreement is Home Warranty Administrator of Vermont, Inc. (HWA-VT). In Virginia, the company obligated under this Agreement is HWA of VA, Inc. (HWA-VA). In Washington, the company obligated under this Agreement is Home Service Club of Washington Corp (HSC-WA). In Washington D.C., the company obligated under this Agreement is Home Warranty Administrator of DC, Inc. (HWA-DC). In Wisconsin, the company obligated under this Agreement is Home Warranty Administrator of Wisconsin, Inc. (HWA-WI). In Wyoming, the company obligated under this Agreement is Home Warranty Administrator of Wyoming, Inc. (HWA-WY). HWA, HWA-AL, HWA-AZ, HWA-AR, HWA-FL, HWA-HI, HWA-IL, HWA-IA, HWA-MA, HWA-MN, HWA-NH, HWA-NV, HWA-NM, HWA-OK, HWA-SC, HWA- TX, HWA-UT, HWA-VA, HWA-VT, HWA-DC, HWA-WI, and HWA-WY are located at 90 Washington Valley Road, Bedminster, NJ 07921. DMM-LA is located at 1 Gateway Center, Ste. 2600, Newark, NJ 07102. HSC and HSC-WA are located at 305 Broadway, 7th Floor, New York, NY 10007. Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI) is the administrator of this Agreement. Our obligations under this Agreement are backed by the full faith and credit of the Obligor.

## B. CUSTOMER SERVICE

1. You or Your Agent must request service as soon as the malfunction is discovered and prior to the expiration of Your Agreement term.
2. Upon request for service, We will begin contacting Service Provider(s) within 4 hours. You will receive the name, phone number, appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than 48 hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a Service Fee for each Covered Item service request You submit to Us.
5. If work performed under this Agreement should fail within 30 days, We will correct the failure without a Service Fee.
6. We have the sole right to select the Service Provider.

## C. COVERAGE TIME & PAYMENT

During the coverage period, Our sole responsibility will be to arrange for a qualified Service Provider to repair or Replace, at Our option and expense, items listed as “covered” and not for items listed as “excluded” in accordance with the terms and conditions of this Agreement. It is important to review this Agreement in its entirety. Capitalized terms, not otherwise defined, are defined in [Section A](#).

1. The term Your Agreement is in effect, Your Agreement Fee, Your Service Fee, and Your equipment, systems, and appliances covered under this Agreement, are set forth in Your Coverage Details. Additional costs may apply in accordance with other sections of this contract.
2. All systems (a) must become inoperative due to normal wear and tear; (b) with the exception of pool/spa, well pump, septic tank pumping, irrigation system, external water line, external sewer, septic line, outdoor kitchen and air conditioner, must be located inside the main foundation or detached garage; (c) except as specifically described for Home Buyer’s coverage, must be in proper working order on the effective date of this home warranty Agreement.
3. This Agreement covers occupied homes under 5,000 square feet unless additional fees are paid.
4. Except for Home Buyer’s coverage - which provides coverage for unknown/ undetectable pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical tests - known or unknown pre-existing conditions are not covered.
5. Home Buyer’s Coverage: Home Buyer’s coverage under this Agreement is only available to a Home Buyer, not a Home Seller. Home Buyer’s coverage is effective upon close of sale for the term set forth in Your Coverage Details. The Agreement Fee must be received no later than 14 days after close of sale. If You take possession prior to close of sale (or obtain possession through rental or lease agreement), the Agreement Fee is due upon occupancy and coverage will begin as of the date of occupancy upon Our receipt of the Agreement Fee. You may only add optional coverage within 30 days of the close of sale.
6. Home Seller’s Coverage: Home Seller’s coverage is available only in conjunction with the purchase of coverage for a Home Buyer and is limited to \$3,000 in the aggregate during the Agreement term. Coverage becomes effective on the day We receive the Home Seller coverage application, and continues until the expiration of; the initial home listing period, up to a maximum of 180 days; close of sale; or listing termination, whichever occurs first. Requests to extend Home Seller’s coverage beyond the initial 180-day listing period, may be granted or denied at Our sole discretion. Optional Coverage for Air Conditioning/Heating/Ductwork, external water line, external sewer and septic line may only be added or removed within 24 hours of Your Order Date.

7. Homes Not Going Through a Real Estate Transaction: Coverage starts 30 days after receipt of Agreement Fee. Your coverage may begin before 30 days if We receive proof of prior coverage showing no lapse, through another carrier.

8. For the initial purchase of an annual plan, the 12-month annual term is extended to 13-months and all references herein to a 12-month period are, accordingly, extended to 13-months for such initial 13-month period only.

## D. HOMEOWNER’S COVERAGE

With the exception of Air Conditioning/Heating/Ductwork, Ceiling Fan/Exhaust Fan/Attic Fan, and Garage Door Opener, coverage is for no more than 1 Covered Item unless additional fees are paid.

### GOLD COVERAGE

The following coverages are included in the **Gold Plan**.

#### 1. Built-in Microwave

✓ Covered - All components and parts.

#### 2. Dishwasher (built-in only)

✓ Covered - All components and parts.

#### 3. Garbage Disposal

✓ Covered - All components and parts.

#### 4. Range/Oven/Cooktop

✓ Covered - All components and parts.

#### 5. Trash Compactor

✓ Covered - All components and parts. **We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): lock and key assemblies, buckets.**

#### 6. Plumbing System/Stoppage/Sump Pump

✓ Covered - Leaks and breaks of water, drain, gas, waste, or vent lines. Clearing of sink, bathtub, shower, and toilet stoppages, mainline drain and sewer stoppages, lateral drain line stoppages, provided that all such stoppages are within 125 feet from access point including accessible cleanout, p-trap, drain or overflow access points. Built-in bathtub whirlpool motor, pump, and air switch assemblies. Angle stops. Risers. Gate valves. Interior hose bibs. Basket strainers. Permanently installed sump pump for ground water in a sump pit/basin.

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Stoppages caused by collapsed, damaged or broken drain, vent, or sewer lines outside the home’s main foundation. Lines broken, infiltrated, or stopped by roots or foreign objects, even if within the home’s main foundation. Toilets, including lids and seats. Bathtubs. Sinks. Showers. Shower enclosures and base pans. Jets. Faucets. Shower heads. Shower arms. Valves for shower or tub and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks. Caulking or grouting. Septic tanks. Water softeners, filtration, or purification systems. Holding or storage tanks. Saunas or steam room equipment. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts. Access through roof vents. Portable sump pumps. Sump pump backflow preventers and check valves. Failures caused by excessive or inadequate water pressure. Pressure regulators.**

#### 7. Water Heater

✓ Covered - All components and parts, including tankless water heaters and circulating pumps. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement for Tankless Water Heaters.**

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Insulation blankets. Pressure reducing valves. Damage from sediment**



build-up. Solar water heaters. Solar components. Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Expansion tanks. Energy management systems. Units exceeding 75 gallons.

**8. Electrical System**

✓ Covered - Electrical panels, light switches, electric outlets, direct current wiring, and wiring from the electrical panel to any Covered Item.

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan):** Light fixtures. Smoke detectors. Rerunning of new wire for broken wiring. Wire tracing. Doorbells associated with intercom systems and battery-operated doorbells. Video and/or monitors. Circuit overload. Face plates. All components and wiring to or from a solar power system, generator, or an energy management system. Power surge or lightning.

**9. Air Conditioning/Heating/Ductwork**

✓ Covered - All components and parts of the following systems: ducted, central, electric, split and package units, forced air (gas, electric, oil), heat pumps, floor furnace, hot water or steam circulating heat and electric baseboard. Ducts (unless collapsed or clogged) from unit to point of attachment at registers or grills. If Replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

**Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork.**

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan):** Valves. Disposable filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclamation and disposal when required for diagnosis, repair, or Replacement. Cost of cranes to complete an air conditioning/heating repair and or Replacement. Outside or underground piping. All components and parts relating to geothermal, water source heat pumps. Well pump and well pump components for geothermal and/or water source heat pumps. Solar heating systems. Water towers. Chillers and water lines. Refrigerant line sets. Portable units. Fuel storage tanks. Chimneys. Pellet stoves. Cable heat. Wood stoves (even if only source of heating). Insulation. Collapsed/clogged ductwork. Damper motors. Labor, refrigerant, and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when Replacing heating or cooling equipment. Leak testing. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment including, but not limited to, the required Replacement of air handlers when Replacing condensers, and condensers when Replacing air handlers.

**10. Ceiling Fans/Exhaust Fan/Attic Fan**

✓ Covered - All components and parts.

**11. Central Vacuum**

✓ Covered - All components and parts.

**EXCLUDED: Ductwork. Hoses. Blockages. Accessories.**

**12. Garage Door Opener**

✓ Covered - All components and parts of the garage door opener.

**EXCLUDED (may be modified by purchase of Platinum or Diamond Plan):** Hinges. Springs. Remote transmitters. Keypads. Door. Door track assemblies.

**13. Burglar and Fire Alarm Systems**

✓ Covered - All components and parts. **We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED: Wiring or parts located outside the main confines of the home. Batteries, video and/or monitors, sprinkler alarms and systems.**

**14. Instant Hot Water Dispenser**

✓ Covered - All components and parts. **We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**15. PLATINUM PLAN – UPGRADE. All coverage included in the Gold Plan plus the following:**

Premium Coverage adds certain coverage to the heating, cooling, plumbing, and kitchen appliances, that are otherwise excluded, and other coverage specified below:

**1. Kitchen Refrigerator**

✓ Covered - All components and parts including integral freezer unit.

**EXCLUDED: Audio/Visual equipment and internet connection components.**

**2. Clothes Washer**

✓ Covered - All components and parts.

**3. Clothes Dryer**

✓ Covered - All components and parts.

**4. Re-Key**

✓ Covered - Re-key of up to 6 locks for standard cylinder door locks and deadbolts. Provide a total of up to 4 copies of the new keys.

**EXCLUDED: Non-standard cylinder door locks; Sliding doors; Garage door openers; Replacement of deadbolts, door handles/knobs or associated hardware. Broken or damaged locks. Padlocks. Gate, window, file cabinet, safe, desk or mailbox locks. Doors or any other services provided by locksmith. NOTE: Re-Key service cannot be used in conjunction with a free Service Fee.**

**5. Garage Door Opener - Enhancement**

✓ Covered - Hinges. Springs. Remote transmitters. Keypads.

**6. Air Conditioning/Heating/Ductwork - Enhancement**

✓ Covered - Valves. Disposable Filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair and/or Replacement. Labor related to failure of components that are covered under manufacturer's warranty. Cost for use of required cranes to complete a heating repair and/or Replacement. **Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.**

**7. Water Heater - Enhancement**

✓ Covered - Unlimited units. Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Vents. Flues. Units greater than 75 gallons; provided they are residential water heaters and not commercial.

**8. Electrical System - Enhancement**

✓ Covered - Exterior facing outlet receptacles and panels. Smoke detectors.

**9. Plumbing System/Stoppage - Enhancement**

✓ Covered - Toilets including lids and seats up to \$600 per toilet per 12-month period for access, diagnosis, and repair and/or Replacement. Faucets. Shower heads. Shower arms. Valves for shower or tub, and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks up to \$500 per 12-month period for access, diagnosis, and repair. Internal and external pressure regulators.

**10. Trash Compactor - Enhancement**

✓ Covered - Lock and key assemblies and buckets.

**16. DIAMOND PLAN – UPGRADE. All coverage in the Platinum Plan plus the following:**

**1. Clothes Washer - Enhancement**

✓ Covered - Unlimited units.

**2. Clothes Dryer - Enhancement**

✓ Covered - Unlimited units.

**3. Built-In Microwave - Enhancement**

✓ Covered - Unlimited units.

**4. Dishwasher - Enhancement**

✓ Covered - Unlimited units.

**5. Air Conditioning/Heating System/Ductwork - Enhancement**

✓ Covered - When Replacement is required for either indoor or outdoor system that requires an upgrade for compatibility of capacity/efficiency in order to ensure system's operational functionality, We will cover the cost of the upgraded system, including labor, up to a maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork. All components and parts relating to geothermal, water source heat pumps. **We will pay no more than \$1,500 per 12-month period for access, diagnosis and repair or Replacement of any geothermal, water source heat pump.**

**EXCLUDED: Outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps.**

**6. Homeowners Insurance Deductible Coverage**

✓ Covered - Reimbursement of Your homeowners insurance deductible for secondary or consequential damages solely as a result of a covered failure of a Covered Item.

**Excluded: Reimbursement of Homeowners Insurance deductible for damages unrelated to a covered failure of a Covered Item not covered under this Agreement. We will pay up to \$1,000 per 12-month period upon receipt of an acceptable proof of Your payment of Your homeowners' insurance deductible for secondary or consequential damages solely as a result of a covered failure of a Covered Item.**

**7. Other Diamond Enhanced Coverage**

✓ Covered - When required to render a covered repair or Replacement, we will:

- Provide up to \$250 per occurrence for required permits.
- Provide up to \$250 under this Agreement to correct code violations.
- Provide haul away of a Covered Item when Replacing such Covered Item.
- Provide up to \$750 under this Agreement to correct an improper installation/repair/modification of a Covered Item to correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of this Agreement apply. If the improper installation/repair/modification or mismatch condition is also a violation of a code requirement, only the Other Diamond Enhanced Coverage under the second bullet point of this [Section D\(16\)7](#) above applies.

**E. OPTIONAL COVERAGE**

Coverage is for no more than 1 Covered Item unless additional fees are paid. **Unless otherwise indicated in this Section D, We will pay up to \$500 for access, diagnosis and repair and/or Replacement of any optional Covered Item.**

**1. Pool and/or SPA Equipment**

✓ Covered - Above ground components and parts of the heating, pumping,

and filtration system including pool sweep motor and pump, pump motor, blower motor and timer, plumbing pipes and wiring, plumbing, and electrical. Both pool and built-in spa equipment are covered if they utilize common equipment (if they do not utilize common equipment, then only the pool is covered unless an additional fee is paid). **We will pay up to \$1,500 for access, diagnosis and repair and/or Replacement.**

**EXCLUDED: Portable pools or spas. Solar equipment. Grids. Cartridges. Lights. Liners. Jets. Ornamental fountains, waterfalls, and their pumping systems. Auxiliary pumps. Pool covers and related equipment. Fill line and fill valves. Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers. Fuel storage tanks. Disposable filtration mediums. Heat pumps. Multi-media centers.**

**2. Well Pump**

✓ Covered - All components and parts of well pump utilized for main dwelling only.

**EXCLUDED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing. Well casings. Pressure switches not located on the pump. Holding, storage or pressure tanks. Booster pumps. Redrilling of wells. Well pump and all well pump components for geothermal and/or water source heat pumps.**

**3. Limited Roof Leak**

✓ Covered - Repair of shake, shingle, and composition roof leaks over the occupied living area. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement and if roof must be partially or completely replaced to effect repair, this coverage does not apply.**

**EXCLUDED: Porches. Patios. Cracked and/or missing material. Foam roofs. Tar, gravel, tile or metal roofs. Cemwood or Permatek shakes. Masonite shingles. Flat or built-up roofs. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial roof replacement.**

**4. Stand Alone Freezer/Additional Refrigerator**

✓ Covered - All components and parts, including integral freezer unit. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED: Audio/Visual equipment and internet connection components. Ice maker and all components of ice and/or water dispenser.**

**5. Septic Tank Pumping/Septic System**

✓ Covered - Tank Pumping: Main line stoppages/clogs. If a stoppage is due to a septic tank back-up into the home, We will pump the septic tank one time during each 12-month period starting from the start date of Your original Agreement. **We will pay up to \$300 per 12-month period for access, diagnosis and pumping.**

✓ Covered - Septic System: Sewage ejector pump. Control box. Jet pump. Aerobic pump. **We will pay up to \$500 per 12-month period for access, diagnosis and repair and/or Replacement.**

**EXCLUDED: Leach lines. Field lines. Lateral lines. Tile fields and leach beds. Insufficient capacity. Clean out. Pumping.**

**6. Irrigation System**

✓ Covered - Control box. Outside or underground piping. Sprinkler heads.

**7. Water Softener**

✓ Covered - All components and parts.

**EXCLUDED: Leased or rented units. All treatment, purification, odor control, iron filtration components and systems. Discharge drywells. Resin bed replacement. Salt. Replacement of filters, water filters, pre-filters, filter components. Replacement membranes.**

**8. Beverage/Wine Refrigerator**

✓ Covered - All components and parts. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**9. Stand Alone Icemaker**

✓ Covered - All components and parts, including integral freezer unit. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**10. Geothermal/Water Sourced Heat Pumps**

✓ Covered - All components and parts relating to geothermal, water source heat pumps. **We will pay no more than \$1,500 per 12-month period for access, diagnosis and repair or Replacement of any geothermal, water source heat pump.**

**EXCLUDED:** outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps.

**11. Smart Home**

✓ Covered - Replacement of one of each of the following per contract year: Smart and/or Wi-Fi enabled switch, outlet, thermostat, door lock, doorbell, or garage door opener. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** Smart and/or Wi-Fi enabled router and/or home hub.

**12. Outdoor Kitchen**

✓ Covered - Components that affect the primary functional operation of the following outdoor kitchen elements: Ceiling fan. Outdoor refrigerator. Dishwasher. Electrical wiring and outlets. Garbage disposal. Faucets. Plumbing water, drain, or gas lines (except caused by freezing). **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** All failures caused by freezing.

**13. Guest House/In-Law Suite**

✓ Covered - All components and parts of 1 of each of the following: Clothes Dryer. Clothes Washer. Built-In-Microwave. Oven/Range/Cooktop. Dishwasher. Garbage Disposal. Kitchen Refrigerator. Ceiling Fan. Bathroom Fan. Attic Fan. **For each Covered Item located in the covered unit, We will pay up to \$1,500 for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** Audio/Visual equipment and internet connection components.

**14. Subterranean Termite Treatment (Only available in AK, CO, FL, ID, MT, OR, TX, UT, WA)**

✓ Covered - Spot treatment of preexisting infestation of subterranean termites in the infested area of the main foundation of the home and attached garage. Non-preexisting partial treatments of termite infested area of the main foundation of the home and attached garage. **YOU WILL PAY THE AUTHORIZED REPAIR TECHNICIAN ALL FEES DUE AT THE TIME OF SERVICE AND SUBMIT ELIGIBLE EXPENSES TO US FOR REIMBURSEMENT. IF COVERED, AND TREATMENT IS PROVIDED, WE WILL REIMBURSE YOU FOR THE COSTS OF ANY COVERED AMOUNTS THAT EXCEED \$200 UP TO \$500.**

**EXCLUDED:** Infestation in decks, fencing or any area outside the confines of the main foundation of the home or attached garage, repairs caused by damages from subterranean termites.

**15. External Water Line Repair**

✓ Covered - Leaks or breaks due to normal wear and tear of portion of the water service line that You own between the utility's point of responsibility or from Your well pump discharge line (excluding casement/pit less adapter) up to the inlet side of the water meter or shut-off valve of Your Home. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.**

**EXCLUDED:** Relocating any water meter at the time of repair. Clogs or blockage of Your external water line. Pressure switches, meter vaults, shared or branch lines, storage or pressure tanks, and main shut-off valves that are not leaking. Moving any section of Your external water line unless necessary to complete a covered repair. Removal of debris or obstacles needed to access and repair Your external waterline. Repairs required by any local, state, or federal agency. Inspection or updates to non-leaking portion of Your external water line to meet requirements of applicable law. Movement or repair of buried wells above ground. Well equipment or well-related components. Repairing private paved, asphalt and/or concrete surfaces or structures. Costs associated with opening and closing any portion of Your home's foundation or slab to access Your external water line. Thawing any frozen section of the external water line. Repairs to public sidewalks, streets, or landscaping.

**16. External Sewer & Septic Line Repair**

✓ Covered - Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the dew service line You own from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic tank enters the Your Home at the foundation. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.**

**EXCLUDED:** External sewer or septic line not connected to a public sewer system or Your septic tank. Common waste branch lines. External sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines. Devices connected to Your external sewer or septic line. Moving any section of Your external sewer or septic line unless necessary to complete a covered repair. Removal of items necessary to access Your external sewer or septic line, such as debris or obstacles, non-conforming drain line, such as basement or storm drain systems, connected to Your external sewer or septic line. Repairs required by any local, state, or federal agency inspection. Updates to non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law. Interior pipes, private paved, asphalt and/or concrete surfaces or structures, and thawing any frozen section of Your external sewer or septic line. Repairs to public sidewalks, streets, or landscaping.

**17. Pest Control (Not available in AZ, HI, NM, NV, TX)**

✓ Covered - One-time treatment for infestation of roaches, ants, silverfish, black widow spiders, earwigs, brown recluse spiders, millipedes, centipedes, mice, crickets, ground beetles, pillbugs, sowbugs, and clover mites.

**EXCLUDED:** Fire, pharaoh and carpenter variety ants, termites, fungus, wood boring beetles, rats, flying insects, fleas, ticks, bees, wasps, hornets, and any other pest not specifically listed as Covered.

**18. Premium Appliance Upgrade**

✓ Covered - The reduced limitations on professional series or like appliances set forth in Section G(17) shall not apply to purchasers of this Premium Appliance Upgrade; provided that each professional series or like appliances remain subject to the \$5,000 limit set forth in [Section G\(1\)](#).

**F. MULTIPLE UNIT INVESTMENT PROPERTIES**

1. No coverage is allowed for separate in-law/guest suite, duplex, triplex, or fourplex dwellings, unless the particular unit within such dwelling is covered by this Agreement with applicable optional coverage for coverage to apply to Common Systems.

2. If this Agreement is for a particular unit within a multiple unit dwelling with 5 or more units, then only items contained within the confines of Your individual unit are covered. Common Systems are excluded.

3. Except as otherwise provided in this section, Common Systems are excluded.

## G. LIMITS OF LIABILITY

1. Except where lower limits apply, Our maximum liability is \$5,000 per 12-month period starting from the start date of Your original Agreement for each Covered Item for access, diagnosis, and repair or Replacement. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section. **ADDITIONAL LIMITATION FOR HOME SELLER'S COVERAGE:** Notwithstanding the foregoing, You agree that, in no event, will Our liability exceed \$3,000 in the aggregate for Home Seller's coverage during the applicable coverage period.

2. Subject to [Section G\(1\)](#), We will pay up to \$500 to provide access to Covered Items through roofs, unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible Covered Items. We will return the access opening to a rough finish condition, subject to the \$500 limit. We are not liable for service involving hazardous or toxic materials such as mold, lead paint, or asbestos. Except as specifically described in the Platinum Plan Upgrade under [Section D\(15\)](#) for purchasers of the Platinum or Diamond Plan, We are not liable for the costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal.

3. We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our available wholesale cost (which is less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the cost of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 1 year from the date of issue.

4. We reserve the right to obtain a second opinion at Our expense.

5. Except during the 12 calendar months following the closing date of a real estate transaction, We will not pay for repairs or failures of a Covered Item that results from Your failure to perform normal or routine maintenance. This Agreement does not cover cosmetic defects or malfunction due to misuse, abuse, neglect, or physical damage, accidents, fire, freezing, water damage, electrical failure, or surge, or excessive or inadequate water pressure.

6. If parts required to repair a Covered Item are not reasonably available, and the Covered Item continues to perform its Primary Purpose, we will not repair or Replace the Covered Item, such as a failed ice-maker where parts are unavailable in a working refrigerator.

7. Except as specifically described in [Section D\(16\)](#) for purchasers of the Diamond Plan, We are not responsible for upgrades, modifications, components, parts, or equipment required to complete a repair or Replacement of a Covered Item due to incompatibility with existing equipment including, but not limited to, differences in technology, chemical and refrigerant requirements, or efficiency as mandated by federal, state, or local governments. We will disclose the cost of such non-covered charges, in aggregate, but will not itemize such charges.

8. We are not responsible for any repair, Replacement, installation, or modification of: 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; 2) except for labor cost on appliances and as specifically described in the Platinum Plan Upgrade under [Section D\(15\)](#) for purchasers of the Platinum or Diamond Plan, any Covered Item while still under an existing manufacturer's or distributor's warranty; or 3) any Covered Item lacking a visible model or serial number.

9. Except as specifically described in the Diamond Plan Upgrade under [Section D\(16\)](#) for purchasers of the Diamond Plan, We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.

10. Except as specifically described in the Diamond Plan Upgrade under [Section D\(16\)](#) for purchasers of the Diamond Plan, We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.

11. Except as specifically described in the Diamond Plan Upgrade under [Section D\(16\)](#) for purchasers of the Diamond Plan, We are not responsible for the cost to obtain permits.

12. We are not responsible for electronic or computerized energy management, lighting and appliance management systems, or solar systems and solar equipment.

13. Except as specifically described in the Diamond Plan Upgrade under [Section D\(16\)](#) for purchasers of the Diamond Plan, We are not responsible for the cost to dispose of a Covered Item or one of its components.

14. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.

15. We are not liable for: any failure to obtain timely service or delays in obtaining parts, equipment, or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of god.

16. You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.

17. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of Commercial Grade Equipment. Except for purchasers of the optional Premium Appliance Upgrade, which shall be subject to the limits set forth in [Section E\(19\)](#), We shall pay no more than \$2,000 in aggregate per system for professional series or like appliances such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, Monogram, Thermador, etc.

18. If coverage is denied, and You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.

## H. TRANSFER OF AGREEMENT AND RENEWALS

1. YOU MAY TRANSFER THIS AGREEMENT AT ANY TIME WITHOUT ADDITIONAL COST.

2. UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY PLAN AT THE END OF YOUR AGREEMENT TERM AT YOUR CURRENT COVERAGE LEVEL. FOR FIXED TERM PLANS, WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME PERIOD REQUIRED BY LAW) PRIOR TO THE END OF YOUR AGREEMENT TERM WITH THE RATE AND TERMS FOR THE AUTOMATIC RENEWAL.

3. FOR MONTHLY PLANS, YOU WILL BE AUTOMATICALLY RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AND AT YOUR CURRENT RATE. WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME REQUIRED BY LAW) PRIOR TO ANY CHANGE IN RATE OR TERMS OF YOUR MONTHLY PLAN.

## I. CANCELLATION (See [Section L](#) For State Specific Details)

1. This Agreement may be cancelled by Us for:

- nonpayment of Agreement Fee by You;
- nonpayment of Service Fee by You;
- fraud or misrepresentation by You of facts material to the issuance of this Agreement; or
- mutual agreement of Us and You.

2. You may cancel this Agreement at any time for any reason.

- If You cancel within the first 30 days of the Order Date, We will refund the paid Agreement Fee less any Service Costs incurred by Us (unless prohibited by law).

b. If You cancel at any time after the first 30 days from the Order Date, We will pay You a pro rata refund of Your paid Agreement Fee for the unexpired term at the end of the month of which You cancelled less any Service Costs incurred by Us (unless prohibited by law). If Our Service Costs are greater than the prorated refund, You shall pay us the lesser of the difference between (A) Our Service Costs; and (B) any unpaid Agreement Fees or unpaid Annual Monthly Agreement Fees.

c. In addition, You shall be responsible for an administrative fee of the lesser of \$50, or such amount as is permitted by law.

3. To cancel Your Coverage, contact us at 1-888-492-7359 or visit your customer portal at <https://my.hwahomewarranty.com/accountservices>.

#### **J. RESOLUTION OF DISPUTES** (See [Section L](#) For State Specific Details)

**1. BINDING ARBITRATION:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of the filing. Arbitration will be documents only/desk arbitration. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org). The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Neither party shall sue the other party in any court other than as provided herein for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.” **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.**

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

**3. SMALL CLAIMS COURT EXCEPTION:** This [Section J](#) constitutes an agreement to arbitrate disputes on an individual basis. However, any party may bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

**4. MULTIPLE AGREEMENTS:** In the event that You have multiple Agreements with Us, You must file 1 arbitration per Agreement. You hereby waive any right to bring 1 arbitration that covers multiple Agreements.

#### **K. CONTRACT TERMS**

1. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.
2. We offer service agreements which are not warranties.
3. This is not a contract of insurance.
4. Terms may vary in different states (see [Section L](#) for state specific details).

**SAMPLE CONTRACT. ACTUAL TERMS VARY BY STATE.**

## ASK US ABOUT THESE OTHER PLAN / PRICING OPTIONS

		\$100 Trade Call Fee		
		GOLD	PLATINUM	DIAMOND
<b>Multi-Year</b>				
	2 Year	\$900	\$1,100	\$1,200
	3 Year	\$1,320	\$1,575	\$1,650
	5 Year	\$1,900	\$2,400	\$2,600
<b>Multi-Flats</b>				
	Duplex	\$855	\$1,035	\$1,215
	Triplex	\$1,235	\$1,495	\$1,755
	Fourplex	\$1,615	\$1,955	\$2,295
<b>New Construction</b> (coverage begins on the 366th day after close)				
	2 Year	\$475	\$575	\$675
	3 Year	\$618	\$748	\$878
	4 Year	\$784	\$949	\$1,114
<b>Over 5,000 Square Feet</b>				
	5,000-7,499 Square Feet	\$875	\$975	\$1,075
	Over 7,500 Square Feet	Call for a Quote	Call for a Quote	Call for a Quote

## A SELLER'S HOME WARRANTY BENEFITS EVERYONE—HERE'S WHY:

When it's time to sell your home, you need everything to be in good working order. After all, no one notices a leaky pipe or other home issue faster than a prospective buyer. A seller's home warranty can make it easier to fix covered issues quickly—and keep buyers from moving on to the next listing.

**The benefits of taking advantage of free coverage during the listing period, and offering a home warranty to the new buyers include:**

- May help you sell your home faster by reducing apprehension from buyers' minds
- Makes it easier to respond to price objections brought on by aged systems or home inspection surprises
- May reduce the chance of post-sale repair disputes by giving buyers peace of mind



### WE'VE GOT YOU COVERED

This coverage is free during the listing period for up to six months, with the option to extend for up to 12 months (\$3,000 limit). The coverage transfers to the buyer post-sale, so it's a win-win.

## REQUIRED INFORMATION

(If placing order via phone or online have this information ready)

Buyer's Name \_\_\_\_\_  
 Address, City, State, Zip \_\_\_\_\_  
 Buyer's Email \_\_\_\_\_  
 Buyer's Phone Number \_\_\_\_\_  
 Closing Date \_\_\_\_\_  
 Seller's Name \_\_\_\_\_  
 Referring Agent \_\_\_\_\_  
 Seller's Email \_\_\_\_\_  
 Seller's Phone Number \_\_\_\_\_  
 BUYER'S Name \_\_\_\_\_  
 SELLER'S Name \_\_\_\_\_

Select Coverage - Prices for homes under 5,000 sq. ft. except where noted

DIAMOND		
Single-Family Home	Condo/Townhome/Mobile Home	Multiple Units*
<input type="checkbox"/> 1 Year \$675	<input type="checkbox"/> 1 Year \$645	<input type="checkbox"/> Duplex \$1,215
<input type="checkbox"/> 2 Year \$1,200	<input type="checkbox"/> 2 Year \$1,200	<input type="checkbox"/> Triplex \$1,755
<input type="checkbox"/> 3 Year \$1,650	<input type="checkbox"/> 3 Year \$1,650	<input type="checkbox"/> Fourplex \$2,295
<input type="checkbox"/> 5 Year \$2,600	<input type="checkbox"/> 5 Year \$2,600	

PLATINUM		
Single-Family Home	Condo/Townhome/Mobile Home	Multiple Units*
<input type="checkbox"/> 1 Year \$575	<input type="checkbox"/> 1 Year \$545	<input type="checkbox"/> Duplex \$1,035
<input type="checkbox"/> 2 Year \$1,100	<input type="checkbox"/> 2 Year \$1,100	<input type="checkbox"/> Triplex \$1,495
<input type="checkbox"/> 3 Year \$1,575	<input type="checkbox"/> 3 Year \$1,575	<input type="checkbox"/> Fourplex \$1,955
<input type="checkbox"/> 5 Year \$2,400	<input type="checkbox"/> 5 Year \$2,400	

GOLD		
Single-Family Home	Condo/Townhome/Mobile Home	Multiple Units*
<input type="checkbox"/> 1 Year \$475	<input type="checkbox"/> 1 Year \$455	<input type="checkbox"/> Duplex \$855
<input type="checkbox"/> 2 Year \$900	<input type="checkbox"/> 2 Year \$900	<input type="checkbox"/> Triplex \$1,235
<input type="checkbox"/> 3 Year \$1,320	<input type="checkbox"/> 3 Year \$1,320	<input type="checkbox"/> Fourplex \$1,615
<input type="checkbox"/> 5 Year \$1,900	<input type="checkbox"/> 5 Year \$1,900	

\* Additional years discounted by 10%

## PLAN ACCEPT / DECLINE

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

Buyer's Coverage date of closing \_\_\_\_\_  Seller's Coverage

Decline benefits of this coverage. Signature \_\_\_\_\_

### Waiver

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

*\*Subject to detailed terms and conditions. Limitations and exclusions apply. See contract for specific coverage information.*

*+Available on buyer plans only. Covered items must be in proper working order on coverage start date. The price for the Plan is to be paid at closing and includes all fees payable to HWA for service and Plan administration, except for trade call fees you will owe for each service request.*

## REAL ESTATE AGENT INFORMATION

(If placing order via phone or online have this information ready)

Initiating Agent Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Representing  Buyer  Seller  
 Agent Email \_\_\_\_\_  
 Buyer's Phone Number \_\_\_\_\_  
 Agent Phone \_\_\_\_\_  
 Office Phone \_\_\_\_\_  
 Cooperating Agent Name \_\_\_\_\_  
 Representing  Buyer  Seller  
 Agent Email \_\_\_\_\_  
 Agent Phone \_\_\_\_\_

## CLOSING INFORMATION (IF AVAILABLE)

Closing Company \_\_\_\_\_  
 Closing Agent \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Closing Number \_\_\_\_\_

## OPTIONAL COVERAGE

- \$50** Optional Seller's Coverage (Heating/Cooling/Ductwork)
- \$125** External Water Line Repair
- \$125** External Sewer & Septic Line Repair
- \$190** Pool and/or Spa Equipment  
(Includes Salt Water Pool/Spa Equipment. No Additional Charge for Common Pool/Spa Equipment)
- \$55** Additional Refrigerator
- \$55** Stand-Alone Freezer
- \$75** Septic System/Pumping
- \$100** Well Pump
- \$100** Premium Appliance Upgrade
- \$100** Limited Roof Leak
- \$40** Water Softener
- \$50** Undercounter Ice Maker
- \$125** Smart Home Option
- \$90** Sprinkler System
- \$125** Outdoor Kitchen
- \$50** Beverage/Wine Cooler
- \$75** Subterranean Termite Treatment
- \$75** Pest Control
- \$180** Mobile Phone Protection
- \$250** Guest House/In-Law Suite
- \$35** Reduced \$75 Trade Call Fee
- \$160** Orange Plus (included in Diamond)
- \$125** Geothermal Heat Pump (included in Diamond)
- \$60** Kitchen Refrigerator w/Ice Maker (included in Platinum & Diamond)
- \$85** Clothes Washer & Dryer (included in Platinum & Diamond)
- \$75** Premium Coverage (included in Platinum & Diamond)
- \$400** Homes 5,000 to 7,499 Sq. Ft.
- Call for Quote** Homes > 7,500 Sq. Ft.

Selected Plan \_\_\_\_\_ Plan Cost \_\_\_\_\_

Optional Coverage \_\_\_\_\_ Optional Coverage Cost \_\_\_\_\_

\_\_\_\_\_ Total Plan Cost \_\_\_\_\_

PLAN LEVELS (< 5,000 Sq Ft.)	GOLD	PLATINUM	DIAMOND	SELLER <sup>†</sup>
<b>\$100 Trade Call Fee</b>	\$475	\$575	\$675	Free
<b>Covered Items</b>				
Unknown Pre-Existing Conditions*	✓	✓	✓	-
Unknown Insufficient Maintenance*	✓	✓	✓	-
Air Conditioning System/Cooler	✓	✓	✓	\$50 Optional Coverage
Heating System/Furnace	✓	✓	✓	
Ductwork	✓	✓	✓	
Plumbing System	✓	✓	✓	✓
Plumbing Stoppages/Clogs	✓	✓	✓	✓
Permanent Sump Pump	✓	✓	✓	✓
Water Heater (including Tankless)	✓	✓	✓	✓
Instant Hot Water Dispenser	✓	✓	✓	✓
Whirlpool Bath Tub	✓	✓	✓	✓
Electrical System	✓	✓	✓	✓
Attic, Ceiling and Exhaust Fans	✓	✓	✓	✓
Doorbells, Burglar & Fire Alarm Systems	✓	✓	✓	✓
Central Vacuum	✓	✓	✓	✓
Dishwasher	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Built-In Microwave	✓	✓	✓	✓
Oven Range/Stove/Cooktop	✓	✓	✓	✓
Trash Compactor	✓	✓	✓	✓
Garage Door Opener	✓	✓	✓	✓
Kitchen Refrigerator w/Ice Maker	\$60	✓	✓	✓
Clothes Washer & Dryer	\$85	✓	✓	✓
Re-Key	\$75	✓	✓	-
Premium Coverage		✓	✓	-
Financial Shield**	-	-	✓	-
Orange Plus	\$160	\$160	✓	-
Geothermal Heat Pump	\$125	\$125	✓	-
Additional Refrigerator	\$55	\$55	\$55	-
Stand-Alone Freezer	\$55	\$55	\$55	-
Pool and/or Spa Equipment	\$190	\$190	\$190	-
External Waterline Repair	\$125	\$125	\$125	-
External Sewer and Septic	\$125	\$125	\$125	-
Septic System/Pumping	\$75	\$75	\$75	-
Well Pump	\$100	\$100	\$100	-
Premium Appliance Upgrade	\$100	\$100	\$100	-
Guest House/In-Law Suite	\$250	\$250	\$250	-
Reduced \$75 Trade Call Fee	\$35	\$35	\$35	-
Limited Roof Leak	\$100	\$100	\$100	-
Water Softener	\$40	\$40	\$40	-
Undercounter Ice Maker	\$50	\$50	\$50	-
Mobile Phone Protection	\$180	\$180	\$180	-
Smart Home Option	\$125	\$125	\$125	-
Sprinkler System	\$90	\$90	\$90	-
Outdoor Kitchen	\$125	\$125	\$125	-
Beverage/Wine Cooler	\$50	\$50	\$50	-
Subterranean Termite Treatment	\$75	\$75	\$75	-
Pest Control	\$75	\$75	\$75	-
Homes 5,000 to 7,499 sq. ft.	\$400	\$400	\$400	-
Homes > 7,500 sq. ft.	Call for a Quote	Call for a Quote	Call for a Quote	-
PLAN LEVELS	GOLD	PLATINUM	DIAMOND	SELLER <sup>†</sup>
Townhome/Condo/Mobile Home	\$455	\$545	\$645	FREE

**PREMIUM COVERAGE**

Includes coverage for over 30 items not covered by traditional home warranty plans:

- ✓ Re-Key for up to 6 locks
- ✓ Water Heater – sediment buildup
- ✓ Plumbing – fixtures, faucets, shower heads
- ✓ Electrical – exterior facing outlet receptacles and panels, smoke detectors

**Plus over 25 more items!**

**ORANGE PLUS**

- ✓ Code violations and permits up to \$250
- ✓ Unknown improperly matched and/or installed systems
- ✓ Homeowners Insurance Deductible Coverage up to \$1,000
- ✓ Haul Away Services for defective equipment

*\* Subject to detailed terms and conditions. Limitations and exclusions apply. See contract for specific coverage information. Available on buyer plans only. Covered items must be in proper working order on coverage start date.*

*\*\* 12 months free. Email, telephone, and enrollment required.*

*† Seller's coverage in Florida is \$75 and includes the same covered items on the buyer's plan, including Heating, Air Conditioning, and Ductwork.*



**13-Month Home Warranty We've Got You Covered**

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