

HISCO DIRECT HOME WARRANTY PLAN



1 YEAR HOME WARRANTY PLAN

TERMS OF COVERAGE

Coverage begins on the date of commencement and continues for one year from that date. During the policy term HISCO (hereafter "COMPANY") will repair or replace the covered systems, components and appliances that fail because of normal wear and tear that occurs after coverage starts. Coverage is limited to the items specifically listed as covered and excludes all others. Covered items must be located inside the main foundation of the house or garage except for optional items, and must be in proper working order when coverage starts. Pre-existing defects are not covered.

COMPANY WILL NOT REIMBURSE ANY EXPENSE INCURRED FOR UNAUTHORIZED REPAIRS.

COVERED SYSTEMS

- **ELECTRICAL SYSTEM:** Covered: Electrical panels, sub-panels, buss bars, breakers, GFI breakers, light switches, wall receptacles, wiring. Not Covered: Fixtures, stretched outlets, alarms, chimes, overloads, doorbells.
- **HEATING SYSTEM:** Covered: Gas, electrical, forced air, floor, gravity, wall, heat pump (utilizing R-22 or R-410A refrigerant), radiant heat or steam system. All parts and components necessary for the operation of the system. For specific heat pump coverage please see paragraph 2 of Optional Coverages. Not Covered: Portable heaters, oil fired systems, electric radiant heat, cable heat, inaccessible refrigerant lines, flues, vents, filters, fireplaces, wood or pellet stoves.
- **PLUMBING SYSTEM:** Covered: Repair leaks or breaks in supply, riser, drain, waste, and gas lines.
 - **WATER HEATER :** All parts and components including the internal tank.
 - **GARBAGE DISPOSAL:** All parts and components.
 - **VALVES:** Tub, shower and diverter valves, angle stops, gate valves, and pressure regulator.
 - **PUMPS:** Permanently installed sewer ejector, circulating, and sump pump. All parts and components.
 - **TOILETS:** Tanks, bowls, wax ring seals and flushing mechanisms.
 - **BATHTUB WHIRLPOOL EQUIPMENT (Built-in):** Motor and pump assembly.
 - **PLUMBING SYSTEM - Not Covered:** Shower pans, tubs, enclosures, caulk, grout, faucets, fixtures, flues, vents, toilet lids/seats, septic systems, obstruction or damage to lines caused by roots, whirlpool jets, stoppages.
- **BUILT-IN APPLIANCES*:** (Includes free standing ranges, dishwashers and trash compactors transferred with the sale of the covered property).
 - **DISHWASHER:** All parts and components*
 - **RANGE/OVEN/COOKTOP (Gas & Electric):** All parts and components*

- **RANGE HOOD FAN:** All parts and components*
- **MICROWAVE (Built-in):** All parts and components*
- **TRASH COMPACTOR:** All parts and components*
- **INSTANT HOT WATER DISPENSER:** All parts and components*
- **BUILT-IN FOOD CENTER:** All parts and components*

*Not covered on any appliance: Racks, baskets, rollers, runners, handles, hinges, shelves, knobs, dials, clocks, browning units, lights, interior linings, glass, rotisseries, removable attachments/accessories. Sensitemp burners replaced with standard units.

- **EXHAUST FANS:** Covered: All parts and components. Not Covered: Heating/lighting units, light fixtures, noises, balancing.
- **ATTIC FANS:** Covered: All parts and components. Not Covered: Louvers, grills, timers, vents.
- **WHOLE HOUSE FANS:** Covered: All parts and components. Not Covered: Louvers, grills, timers, vents.
- **CENTRAL VACUUM SYSTEM:** Covered: Motor, wiring, and switches only. Not Covered: Attachments, pipes, clogged pipes.
- **GARAGE DOOR OPENER:** Covered: All parts and components of the opener unit only. Not Covered: Doors, hinges, springs, remote transmitters.
- **TELEPHONE WIRING:** Covered: The telephone wire for residential use located within the main foundation of the home. Not Covered: Lights, phone jacks or plugs, cover plates, phones.

OPTIONAL COVERAGES

Applies Only If Additional Premium Was Paid

- **SERVICE CALL DISCOUNT:** Service Call Deductible Fee is reduced from \$50 to \$25 for each separate trade call.
- **AIR CONDITIONING (Electric only):** Covered: Central or built-in wall unit (utilizing R-22 or R410A refrigerant), or evaporative cooler. All parts and components necessary for the operation of the system. Company will provide the necessary equipment to comply with the currently required 13 SEER energy efficiency standards for an air conditioning system which cannot be repaired and must be replaced. Not Covered: Portable or window units, inaccessible refrigerant lines, gas air conditioning, any water cooled air conditioner or heat pump, geothermal units, components or units of any description not specifically mentioned as covered.
- **CLOTHES WASHER/DRYER:** Covered: All parts and components of individual freestanding washer or dryer. Coverage for stack laundry units is limited to repairs only. Not Covered: Soap or fluid dispensers, filters, screens, knobs, dials, mini-tubs, touch-tone panels, venting, clothes damage.
- **PEST CONTROL:** Covered: Control of ants (except fire, pharaoh and carpenter varieties), earwigs, millipedes, silverfish, centipedes, crickets, sowbugs, clover mites, pillbugs, roaches, ground beetles, and spiders only. Not Covered: Pests not specifically mentioned as covered.

- **STOPPAGES:** Covered: In drain, waste and sewer lines that can be cleared with 125' of sewer machine cable from a ground level accessible clean-out.
Not Covered: obstructions caused by roots, locating below grade clean-outs.
- **SWIMMING POOL - SPA EQUIPMENT:** Covered: Filter, heater, pump, motor, gaskets, relays, impeller, manual valves, time clocks, above ground plumbing and wiring, pool sweep motor and pump blower. Not Covered: Lights, solar heating, underground or inaccessible electrical, gas, plumbing lines or components, clogged lines, fill lines, fill valves, jets, cleaning equipment/systems, chlorinators, ozonators, pool sweeps or related equipment, motorized valves, auxiliary motors and pumps, structural defects and problems due to lack of maintenance chemical imbalance.
- **AIR CONDITIONING (Electric only):** Covered: Central or built-in wall unit (utilizing R-22 or R410A refrigerant), or evaporative cooler. All parts and components necessary for the operation of the system. Company will provide the necessary equipment to comply with the currently required 13 SEER energy efficiency standards for an air conditioning system which cannot be repaired and must be replaced. Not Covered: Portable or window units, inaccessible refrigerant lines, gas air conditioning, any water cooled air conditioner or heat pump, geothermal units, components or units of any description not specifically mentioned as covered.

TERM AND CONDITIONS

SERVICE REQUESTS-CALL: 1-800-831-8200

The homeowner must telephone COMPANY and report covered malfunctions during normal working hours and before policy expiration; reports of emergencies are accepted year round, 24 hours a day. COMPANY'S contractors will be given the report within 3 hours during normal working hours, and within 48 hours on weekends and holidays. COMPANY'S contractors will only service the specific problems reported to COMPANY, and cannot service problems not included on their work order from COMPANY.

SERVICE CALL DEDUCTIBLE FEES

Homeowner shall pay the service call deductible fee (or the actual cost of service if less) for each separate trade call at the time of service. COMPANY is not responsible for rendering service if deductible fee is not paid. Service work of the authorized contractor, including pest control services is guaranteed for 30 days on the parts installed and the labor actually performed; failure of the parts that were installed or failure of the authorized contractor's labor that are reported to COMPANY within 30 days of service will not require an additional service call deductible.

SCOPE OF COVERAGE AND EXCLUSIONS

This plan covers single family homes, condominiums, townhomes or mobile homes of 5000 square feet, or less; dwellings used for any commercial purpose (e.g. rest homes, group homes, day care etc.) or any commercial grade equipment are not covered. Common areas, systems, or facilities of mobile home parks, condominiums, multiple units and townhomes are not covered.

BUILDING CODE / UPGRADE

COMPANY is not responsible for service or costs, including permit costs, or costs for inspections, certifications or locating leaks in ductwork or diagnostic testing of ductwork required by state regulations, or any increased cost required to upgrade, replace or change the size, efficiency, capacity or safety features of any covered system to comply with any Federal, State, or Local building/zoning codes, laws, administrative or utility regulations, or any changes thereto unless otherwise stated elsewhere in this policy.

CONTROLLED OR HAZARDOUS SUBSTANCES

The control, remediation, abatement or removal of mold, mildew, fungi or bacteria or their by-products, are not covered even if the failure of an otherwise covered system, component or appliance is the actual or suspected cause of the mold, mildew, fungi or bacteria; necessary service to a covered item that is located in or adjacent to any area affected by mold, mildew, fungi or bacteria will be undertaken only after the homeowner has abated the condition. Where toxic, hazardous or controlled materials or contaminants including, but not limited to, asbestos, PCBs, lead paint or the like are found or suspected COMPANY shall be under no obligation to service or repair the affected item or system.

RENEWAL

This policy is renewable at COMPANY'S option and subject to applicable rates, terms and conditions at time of renewal. COMPANY reserves the right to amend coverage at time of renewal.

VOIDABILITY

COMPANY may declare this plan void in cases of concealment or misrepresentation of any material facts or circumstances relating to the condition of the covered premises, or in the event policy premium is not paid in full; COMPANY may pro-rate policy term. In the event of a service call cost exceeding a policy not paid in full, that policy must be paid in full for service to proceed.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this policy, or the breach thereof, shall be settled by arbitration filed by the aggrieved party with, and administered by, the American Arbitration Association, hereafter referred to as "AAA", in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own cost and expenses in accordance with the AAA rules.

LIMITS OF LIABILITY

1. COMPANY is not responsible for secondary or consequential damage or for delays in rendering service due to circumstances beyond its control.
2. COMPANY has the exclusive right, which it can assign, to select the contractor responsible for resolving covered problems; COMPANY reserves the sole discretion as to whether it will repair, or replace, or pay the homeowner COMPANY'S estimated cost for the covered repairs or replacements. COMPANY reserves the right to manufacture, or rebuild parts and components and use such parts for any covered repair.
3. The following items, conditions or systems are not covered: Casings, pans, trays, corrosion, cosmetic flaws (defects that don't affect the operation of the item) electrolysis, computerized controls, energy management systems, zone control(s), electronic air cleaners, filters, grills, humidifiers, insulation, intercoms, low voltage systems, rusty water, calcium/lime/sediment build-up, noises, remote controls, septic systems, any solar or heat pump assisted system(s) or component(s), storage/holding tank(s), odors, water pressure, water damage, water treatment systems, irrigation or fire sprinkler or suppression systems.
4. Repair of radiant, steam heating or glycol transfer systems including diagnosis, access and restoration to a rough finish of concrete encased lines is limited to a total of \$2,000; COMPANY will provide access through unobstructed interior walls, ceilings, and slab floors to effect repair of water, drain, waste, vent, or gas lines that are concrete encased or enclosed within walls, and will restore openings caused by COMPANY to a rough condition, provided that the total cost to COMPANY for diagnosis access, repair and restoration shall not exceed \$2,000.

5. Except as set forth in Paragraph 4 above, COMPANY is not responsible for providing access, relocation of equipment or for space and/or systems reconfiguration or alterations including, but not limited to, the removal or installation of walls, wall coverings, floors, floor coverings, ceilings, sheet metal, roof mounted units and the supporting structure, paint, countertops, cabinets or the like that is required to effect or complete otherwise covered repairs.

6. COMPANY is not liable for matching brand names, exact features, dimensions, or equipment. COMPANY is neither responsible nor liable for mechanical, technical or chemical incompatibility or mismatches that may occur as a result of replacing a covered system, component or appliance with units that meet current standards on the date of installation by COMPANY; replacement of toilets will be with white builders standard and replacement of tub and shower valves will be with standard chrome valves; all other covered replacements done by COMPANY shall be with units of comparable function to those being replaced. COMPANY is not liable for disposal or haul away of replaced systems, or appliances.

7. Systems, components or appliances that are subject to a recall, or safety warning, mandatory efficiency upgrade, or other restriction, whether issued by the manufacturer or the Consumer Product Safety Commission, or any other regulatory or administrative body, are not covered; failures of systems, components or appliances caused by improper materials, or manufacturer's defect are not covered.

8. This contract does not cover systems, components or appliances covered by a third party warranty, including a manufacturer's or installer's warranty or service contract, and COMPANY is not responsible for service or repair to such items including routine or warranty service or recalls.

9. COMPANY is not liable for: cleaning, routine or preventative maintenance, or repairs required because of the lack thereof; improper repairs, or installations, missing parts or material, design deficiencies, mismatched or incompatible systems or components, problems or damage caused by remodeling, attempted repairs, improper workmanship, adequacy or capacity of systems or appliances, diminution of efficiency or capacity due to age or modifications, acts of God, fire, theft, wind, storms, floods, lightning, freezing, water, earthquake, soil movement, riot, terrorism, war, vandalism, animal or pest damage, power failure, shortage or surge or any other occurrence other than ordinary wear and tear caused by reasonable use.



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