

This agreement is intended to provide coverage towards the cost of repairing certain types of mechanical failures of specific items in your home that are located inside the confines of the main foundation of the home that become inoperable. Warranty coverage does not cover "Buyer Request to Remedies" with the exception of the free heating and cooling visits that can be utilized during that time. It also does not cover claims considered "Pre-existing conditions". The warranty is in place to cover items that break but not items that were broken at the time the home was purchased nor items the seller refused to fix. Those are considered pre-existing conditions. Please read this agreement carefully. Coverage is subject to limitations and conditions in this agreement, covering only the items mentioned as covered and excludes all others. All utilities must be on and operable to all the covered appliances at the time of the application of coverage and remain on throughout the entire seller coverage period. Property must be owner-occupied during and at the start of the coverage period. Home Service Plan of Ohio ("HSP") may rely upon documentation in the form of, but not limited to, home inspection reports and service records, to confirm the condition of items and verification the property has been maintained with occupied status for any claims submitted within 30 days of closing. Buyers and Sellers agree to provide such documentation to "HSP" upon request. When you have a claim to file you must contact "HSP" prior to the expiration of this contract to receive claim approval. "HSP" will not reimburse for services performed without approval and reserves the right to choose contractors. In the event an "HSP" contractor is not available due to scheduling or the type of service required, "HSP" can approve the homeowner facilitate and hire their own licensed contractor and reimbursement based on coverage would occur. Coverage is provided to owner-occupied single-family residential homes, and owner-occupied side of duplexes. The warranty does not cover rental properties. If a home is found to have a renter, the warranty can be cancelled at any time by the warranty company at their discretion without any reimbursement. For eligibility for coverage for homes outside of these limits, call "HSP" Customer Service for eligibility and pricing.

**SERVICE FEE:** There is a \$50 service fee due at the time of service per claim/item. If weekend or evening service is requested for NON-Emergency claims the service fee is \$100. Emergencies include, no running water, no heat if the outside temperature is below 40 degrees, no AC if there is a heat advisory issued, sewage backups in the home and gas leaks. Additionally, if someone in the home suffers from severe medical conditions or has small children in the home, exceptions can be made to this policy.

**SELLERS COVERAGE PERIOD:** Seller coverage begins upon receipt of application of the Home Service Plan Agreement AND commencing with the listing agreement period and continues for 180 days (or) until the home sells, (or) termination of the listing agreement, whichever comes first. Seller's coverage may be extended beyond 180 days solely at the discretion of "HSP". Coverage for diagnosis, repair or payout towards replacement is limited to a maximum of \$500 in the aggregate. At the sole discretion of "HSP" any approved repairs totaling more than \$500 aggregate will require the Warranty Plan to be paid in full prior to any work being performed. "HSP" has sole discretion to approve or deny any work exceeding \$500 during the seller's coverage period. If property does not close and "HSP" service has been provided, the warranty must be paid in full within 30 days of termination of the listing agreement or cost of repairs made by the warranty be reimbursed whichever is less.

**BUYER COVERAGE PERIOD:** Buyer coverage starts upon payment of service plan due at close of sale and continues for 12 months. For any claims submitted within 30 days of closing, HSP has the right to request a home inspection to ensure the item in question was functioning at the time of closing. In

accordance to the terms and conditions, the following items are covered by this contract for the buyer when payment is made at close of sale. Only those items that are specifically listed are covered by the contract; such items may otherwise be limited. Throughout this contract are references to items "exempt" or "excluding" which may serve merely as examples to assist your understanding of the contract and are in no way intended to be all inclusive or otherwise limit such non-covered items. Renewals will be sent within 30 days of closing. HSP has the right to determine if coverage is eligible for renewal.

**GAINING ACCESS:** "HSP" and its contractors are not responsible for gaining access or closing access to floors, walls or ceilings that need to be opened to locate the malfunction or to effect repair or payout towards replacement. Additionally, if items are damaged as a result of access being gained, HSP is not responsible for repairing those items.

**DAMAGE AS A RESULT OF COMPONENT MALFUNCTION:** Damage to the home that may be as a result of an item malfunctioning or failing is not covered by "HSP". Repairs to the items such as floors, walls, ceilings, as a result of a leak or malfunction in the home is not a part of warranty coverage. HSP will cover the item that malfunctioned based on the coverage availability. We encourage you to contact your homeowner's insurance to file a claim for damage resulting from the malfunction.

**CODE AND UPGRADES:** HSP is in place to offset the cost of homeownership expenses. Outside of a repair being required, bringing a home up to code is not the responsibility of HSP.

#### HOMES 5,001+ SF:

For homes 5,001+ SF, each category will have an additional \$500 in the maximum aggregate.

#### ELECTRICAL SYSTEMS:

Electrical issues WITHIN the main panel, sub-panels, breakers, wiring, plugs, switches, receptacles, interior wiring, junction boxes, doorbell wiring (excluding smart doorbells), conduit, fuses, circuit breakers (including ground fault) Coverage for diagnosis, repair or payout towards replacement is limited to a maximum of \$500 in the aggregate). **Exempt:** Inadequate wiring capacity, grounding ungrounded outlets, sensors, panel upgrades, timed circuits, relay, low voltage, generators, phone or cable wiring.

**GARAGE DOOR OPENERS:** The warranty covers the garage door opener components and torsion springs. **Exempt:** infrared sensors, chains, tracks, rollers, broken remotes or units not currently meeting safety standards. Coverage for diagnosis, repair or payout towards replacement is limited to a maximum of \$500 in the aggregate

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

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

#### APPLIANCES:

For appliances and fixtures to be covered by this Agreement, they must be assembled and installed according to manufacturers' specifications, connected to all activated utilities, and in proper, safe working order (functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer) at the start of coverage. All appliances included in the sale of the home located or installed at the time of coverage application in the kitchen or laundry room, classified by the manufacturer for residential use. Appliances classified as commercial or not intended for residential use

are excluded. Only appliances that come with the purchase of the home are covered. "HSP" reserves the right to depreciate appliances an average of 5% per year of the age of the unit in question. "HSP" will attempt to repair and if repair exceeds coverage will provide a payout for the coverage towards replacement of the appliance. If repair is substantial "HSP" will allow the homeowner to take the repair cost in the form of a check and use that towards a new unit which the homeowner has the right to choose

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

**KITCHEN REFRIGERATOR:** All mechanical components, including integral freezer parts and components, fan motors, timers, thermostats and compressors. **Exempt:** insulation, racks and shelves. This policy does not cover standalone freezers which require an additional compressor to function or units moved out of the kitchen for use. This warranty will not cover refrigerators found in basements or garages as a secondary source. Coverage for diagnosis, repair or replacement is limited to a maximum of \$1,000 in the aggregate.

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

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

**CLOTHES WASHER AND DRYER:** All mechanical parts and components. **Exempt:** filter and lint screens, knobs and dials, soap dispensers venting, damage to clothing. Coverage for diagnosis, repair, or payout toward replacement is limited to a maximum coverage of \$500 per unit in the aggregate.

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

**ELECTRICAL AND APPLIANCE CATEGORY LIMIT (EXCLUDING HVAC):** Unless otherwise specified, the items in this entire category for appliances are subject under this contract to a maximum of \$3,000 in the aggregate for diagnosis, repair or payout towards replacement during the coverage period.

#### HEATING & AIR CONDITIONING (HVAC)

"HSP" Coverage on HVAC based on age of unit. Category limits are listed in HVAC Category Limit section below

**HVAC Category: Total HVAC Limit:** (Heating, A/C and Ductwork). The items in this category are subject to the following maximum coverage limits determined by the age of the unit(s). The aggregate amounts include diagnosis, repair, or payout towards replacement during the coverage period. Per unit coverage for the AC and Furnace. Coverage for units 0-10 years of age will include cost of all parts and labor to a maximum of \$3,000 in the aggregate; Coverage for units 11-15 years of age includes parts and labor to a maximum of \$1,500 in the aggregate; Units 16 years and older coverage includes parts and labor to a maximum of \$1,000. Coverage does not include cost of gaining access of items located in or below a concrete slab or encased or covered by concrete. Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$3,000 total in the aggregate category for diagnosis, repair or payout

towards replacement during the coverage period, including diagnosis access or repair or payout towards replacement

#### SMART THERMOSTATS

HSP is not responsible for programming defects, education related to programming the thermostat or internal communication flaws when smart thermostats are installed for systems that are not compatible.

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

**CENTRAL AIR CONDITIONING: (DUCTED)** Refrigeration system, condensing unit, compressors, heat pump, thermostats, motors, Freon lines, coils, liquid and suction line dryers, breakers, fuses, disconnect boxes and wiring, valves (including thermostatic expansion valves), air handling unit, pump, evaporator cooler, motor belts and pulleys, float-assembly, built-in electric wall units. Coverage is limited to two units. "HSP" does not cover the costs of efficiency testing. **Exempt:** Registers, window units, condenser casings, grills, filters (including electronic air cleaner), all parts and components for geo-thermal and water source systems, humidifiers, cooler pads, roof jacks or stands, condensate line cleaning, condensate pumps, balancing of system, adjusting for temperature variation by room, cleaning, systems exceeding five tons capacity, refrigerant in excess of two pounds, inadequate capacity of undersized systems. NOTE: A component that is found to be leaking during the Seller Coverage or within 30 days after closing will not be replaced without proof of service dated within the last 12 months. "HSP" will not repair or payout towards replacement of any component if it can be determined that the unit has been recharged within the last 12 months without actual repair. "HSP" will pay costs related to the disposal of Freon (if Freon disposal is required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component. The following are excluded systems: Solar systems and components including holding tanks are exempt. Electronic, computerized, pneumatic and natural system management and zone controllers are exempt from any coverage.

**DUCTWORK:** The ductwork from the heating unit to the point of attachment at register or grill. **Exempt:** Grills and registers, insulation, dampers, missing ductwork, ductwork where asbestos is present or inadequate duct size. Coverage for diagnosis, repair or replacement is limited to a maximum of \$500 in the aggregate including diagnosis, access, repair or payout towards replacement

#### PLUMBING SYSTEMS

**PLUMBING:** Gas pipes, water pipes, waste pipes, drains, faucets (replaced with builders' standard), valves, sill cocks, assembly parts within toilet, toilet seats and lids, whirlpool bath mechanical components, shower heads, shower arms, garbage disposals, pressure regulating devices. Valves, shower and tub (replaced with builders' standard), diverters, angle stops, risers, gate valves. Hose bibs, water spigots, vent and sewer lines, normal stoppages, sump pumps.

Standard AC ground water sump pumps, switches, receptacles, and evacuation lines. Examples of exempt items/conditions: Fixtures—including shower enclosures and base pans, tile, grouting, caulking, shower strainers that are part of enclosure or base pan, drain stoppers or plugs, stoppages in water lines due to chemical deposits or blockages, inadequate or excessive water pressure. Excessive noise in plumbing lines. Collapse or damage to plumbing caused by freezing. Saunas or steam rooms, gutters and downspouts including diagnosis access or repair, or replacement of items located in or below a concrete slab or encased or covered by concrete. Any plumbing in a detached structure or outbuilding. Battery powered back up sump pump units. Any plumbing that has been "winterized" during coverage or 6 months prior to coverage. All plumbing in or under the ground, foundation or slab, all piping and plumbing outside the perimeter of the foundation except for what falls under the underground sewer line coverage.

**PLUMBING STOPPAGES:** The clearing of plumbing stoppages using standard snake/auger systems up to 125 feet of point of access where accessible ground level clean-out is existing, which can be cleared with standard cable. If there is no cleanout installed for clearing the line, the homeowner is responsible for establishing a proper cleanout for the plumber to clear the line. **Exempt:** stoppages caused by roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of water closet and costs to locate, access or install a ground level clean-out.

**WATER HEATERS:** Gas, Electric, Tank-less: All components; including circulating pump, Gas valve, control thermostat, tank leaks, drain valve, thermocouple, heating elements, temperature and pressure relief valve. **Exempt:** Solar heating systems, fuel holding or storage tanks and expansion tanks.

**PLUMBING SYSTEM CATEGORY LIMIT:** Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$1,000 in the aggregate for diagnosis, repair or payout towards replacement during the coverage period.

#### SEWER LINES

**UNDERGROUND SEWER LINES:** The outside sewer line is defined as the following for the purposes of this policy: "A single sewage drain line located outside your home which collects and conveys raw sewage from an individual home out to the utility owned main sewer line." If your home has multiple exit lines, the main line will then be the first line you call in for a request for service and that same line will remain the only outside sewer line covered under your current plan. **Included:** One outside sewer line. Coverage for diagnosis, repair or toward replacement is limited to a maximum of \$2000 in the aggregate. For lines that are not affected or damaged by tree roots. **PLEASE NOTE:** For lines that collapse or are damaged as a result of tree roots, the maximum aggregate is \$1,000 towards, diagnosis, repair, or replacement. **Exempt:** Any line not connected to a public sewer system, including but not limited to sewer lines connected to leach fields or septic tanks, lift stations, ejector pumps and holding tanks, any damaged caused by the main utility sewer lines freezing or backing up, utility meters, any sewer lines in excess of 500ft

**NATURAL GAS FIREPLACE COMPONENTS:** Gas logs, valves, controls, switches, log lighting components and approved heater inserts. **Exempt:** Screens, dampers, heater inserts that do not meet local code requirements. Additionally, "HSP" is not responsible and coverage excludes any alternations, or repairs of hearths, fireplaces or chimneys required to access items for repair. Coverage for diagnosis, repair/replacement is limited to a maximum \$300 aggregate.

**WELL AND SEPTIC COVERAGE WELL PUMP:** All components and parts of one well pump utilized as the primary source of water to the property.

**Exempt:** Electrical or cable leading to and from the well pump or within well casing, pressure switches or booster switches not located on the pump, holding or storage or pressure tanks, re-drilling of wells, damage due to lack of water, geothermal wells or water source heat pumps. Coverage for diagnosis, access, repair is limited to a maximum of \$700 in the aggregate.

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

**SEPTIC TANK SYSTEM:** Includes jet pump, sewage ejector pump, aerobic pump, septic tank and clearing sewer line from the house to the septic tank (see septic system pumping). **Exempt:** See pipe pits, leach lines, leach beds, lateral lines, tile fields and insufficient capacity. Coverage for diagnostics, access, repair or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet and aerobic pumps is limited to a maximum of \$350 in aggregate.

**WATER SOFTENERS:** To be eligible for coverage the water softener must be connected to a private well system. **Included:** Mechanical parts and components of one basic water softener unit. Brine tank and connecting water lines. Coverage for diagnosis, repair or towards replacement is limited to a maximum of \$500 in the aggregate. **Exempt:** Insufficient or excessive water pressure, any and all treatment, including but limited to color or purity of water, purification and odor control. Iron filtration components and systems, resin beds or resin replacement, damage and/or failure due to freezing, salt replacement, rust or corrosion, discharge drywells, all rented or leased water softeners, all water softeners connected to a public water supply.

**GAS LINE COVERAGE:** In addition to the gas-powered items, appliances and products outlined in these terms and conditions (hot water heaters, gas kitchen appliances, etc.) coverage includes all gas lines from the meter in. Coverage for diagnosis and repair for gas lines is limited to a maximum \$500 aggregate. **Exempt:** Any exterior gas lines not contained within the walls of the home.

**ROOF LEAKS:** Roof leaks over occupied living areas caused by normal wear and tear on shingle, shake and composition roofs. **Exempt:** Roof leaks caused by improper care, repair or installation of recalled or defective materials. Skylights, patio covers, chimneys, drains, gutters, down-spouts, scuppers, flashing, ice formation, roof mounted installations. Coverage for roof leaks is limited to \$300 in the aggregate.

#### POOLS/SPAS

"HSP" and its contractors are not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or payout towards replacement.

**Included:** Both the inground pool and exterior spa/whirlpool are covered if they share common piping and equipment. If the inground pool and spa/whirlpool have different piping and equipment, coverage will be extended to whichever item you submit a service request on first and that same item will remain the only item eligible for coverage during the current policy period. All above ground components and parts of the heater pump and filtration system. Coverage for diagnosis, repair or towards replacement is limited to a maximum of \$1,000 in the aggregate. **Exempt:** Structural defects, solar equipment, jets, fuel storage tanks, control boards, switches, panels, electrical, gas or

plumbing lines, pool liner, pool cover and related equipment, booster pump, disposal filtration medium, water chemistry control equipment, fill line, fill valves, turbo valves, valve actuators, popup heads and similar equipment, any cleaning equipment, ornamental fountains and similar equipment and all above ground pools. All equipment must be operational prior to coverage.

#### LIABILITY LIMITATIONS

"HSP" will not be responsible for any agreements made between the client and contractor for work outside of the claim/work order. Claims based on pre-existing conditions known by the claimant will be considered by the "HSP" to be fraudulent. "HSP" reserves the right to terminate the coverage agreements upon discovery of any misrepresentation, fraudulent claims, submissions or inspections. HSP has the right to cancel a policy if the homeowner appears to be aggressive or abusive towards its staff or contractors. Exempt by this contract are any repairs or replacements as a result of acts of God, fire, flood, smoke, earthquake, storms, animals, pets, wildlife, odors, misuse of item, vandalism, hurricane, lightning, freezing, war, riots or attempted or improper previous repairs. "HSP" and its contractors are not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or other items covered under an existing manufacturers, distributors or in-home warranty plan. "HSP" has the sole authority to select independent contractors. All repairs or replacement work covered by this agreement must be authorized and approved. "HSP" is not responsible for the cost of any building or zoning permits necessary to perform repairs or replacements. Homeowner agrees to obtain any required permits. Cost of necessary building or zoning permits are the responsibility of the Homeowner. "HSP" will not be responsible for replacement service when permits cannot be obtained. "HSP" will not repair or replace any appliance, component, or system that is working as intended. Further, "HSP" will not repair or replace any appliance, component or system that is not working that was incorrectly installed, was not being used as intended or was installed in a location where it was not intended for normal and customary use. Items classified by manufacturer as "commercial", "commercial-grade", or "professional" are excluded from warranty coverage. "HSP" reserves the right to offer payment via check in lieu of repair or replacement. In such cases, the amount of the payment shall be equal to "HSP's" actual cost to repair the item or an amount in accordance with the coverage allowed in the aggregate for a component or appliance. This amount is established and is at the sole discretion of "HSP". Replacement of a covered item is at the sole discretion of "HSP". In such cases when an appliance or component has to be replaced the payout towards a component or actual replacement based on the base model or builder standard that meets all applicable federally mandated minimal manufacturer standards, that has the same functions and performances as the item/s being replaced and falls within the aggregate maximum coverage. When replacing a component, "HSP" will make reasonable effort to replace the item with similar style material, type or brand. "HSP" will be responsible for costs associated with the replacement item/s and the work associated with making those replacements. Any replacements offered will have to fall within the maximum aggregate coverage. Payment will be made based on "HSP's" negotiated rates with suppliers, which may be less than retail, minus any diagnostic fees previously incurred by "HSP". In regards to appliances, "HSP" will not consider any failures that do not contribute to the appliance's primary function including without limitation. For example: TV's or radios in the kitchen refrigerator, a timer on an oven. Should a single component of a multi-feature appliance (including but not limited, double wall ovens, microwave/range combination) qualify for payout towards replacement, "HSP" will determine a reimbursement based on value of the

failed single component and not as a unit. Such items will not receive the same coverage amount as a free-standing appliance. "HSP" reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part. If no component or part is available and no essential function of the appliance is affected, "HSP" will not replace the appliance. Instead, "HSP" reserves the right to determine the value of the malfunctioning part and contribute the cash value towards the replacement. "HSP" will not affect service involving hazardous or toxic materials including asbestos, lead, or any other contaminants. "HSP" is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products. **ADDITIONAL TERMS AND CONDITIONS WARRANT OF WORK:** "HSP" warrants work performed under the terms of the warranty agreement for 30 days after completion of the repair. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly. **DISPUTE RESOLUTION & ARBITRATION:** All controversies or claims between parties arriving from or relating to in any way, directly or indirectly or connected to this agreement, or breach thereof, including but not limited to including the scope of warranty services, any promises, representations or negotiations provided by "HSP", or an appointed agent for "HSP", shall be settled by arbitration administered in accordance with the applicable rules of the American Arbitration Association. Parties mutually agree to appoint an arbitrator knowledgeable and familiar with the home warranty industry. If the Parties are not able to agree upon the selection of an arbitrator within 20 days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with the terms of this agreement. The laws of OHIO shall be applied in any arbitration proceedings. This agreement contains a binding arbitration provision which may be enforced by both parties. **TRANSFER OF CONTRACT:** Policy holder must notify "HSP" in writing, within 30 days of effective transfer date, if the covered property is sold, transferred or there is a change of ownership during the coverage period. **TERMINATION OF CONTRACT:** This contract cannot be canceled during the "effective coverage period", except for the following reasons. 1) Non-payment of service fees or payments due per the contract. 2) Property transfers to new owner without proper notification to "HSP", as outlined in paragraph "Transfer of Contract" of this agreement. 3) Any fraudulent or misrepresentation of material facts about the property, condition of property or appliance or systems, 4) Any other warranty coverage terms and conditions in this contract such as outlined in "Buyers Coverage Period" or "Sellers Coverage Period". If this contract is canceled by "HSP", the policy holder may be entitled to a pro-rated refund of the paid contract fee for remaining term minus any fees, service costs incurred by "HSP". **CUSTOMER SERVICE:** When service is required contact "HSP" directly. Phone service is available 24/7 for emergency service and normal business hours for non-emergency calls. Once coverage eligibility is confirmed, "HSP" will open a claim and send a work order to one of our authorized service providers to evaluate the issue. Should you request emergency service for non-emergency service outside normal business hours you will be responsible for payment of any additional fees, including overtime charges. **ENTIRE AGREEMENT:** This written agreement represents the entire agreement. Any amendments, changes or variance from this agreement must be in writing and mutually agreed upon by all parties. Both parties agree they have not been induced to enter into the agreement and no other promises, statements, representations or inducements have been made by the other party.



## Home Service Plan of Ohio



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