



Comprehensive Protection Exclusively From Long & Foster



Highlights of Base Coverage:



Homeowners Insurance Deductible Reimbursement

Unlimited HVAC Units

Plumbing Stoppages

Refrigerator/Built-in Icemakers

The Long & Foster Service Commitment

Like no other home warranty

With a Long & Foster Home Warranty, your home is protected and so is your peace of mind. This home warranty provides repair or replacement coverage for mechanical failures of major systems and appliances. It also provides reimbursement for the deductible that is due on a paid claim on your homeowners insurance.¹ Plus, you get the additional benefit of the Long & Foster Service Commitment.

Whether the dishwasher suddenly stops washing or the A/C stops cooling², you'll appreciate the savings, convenience and reassurance that comes with your Long and Foster Home Warranty Plan.

Exclusively Yours From

How you save:

Without a home warranty, you could pay thousands in repair and replacement costs. As these costs increase every year, plan on protecting your budget with a Long & Foster Home Warranty for as long as you own your home.³ Below are examples of typical retail, repair and replacement costs you would pay for system and appliances in your home:

Retail or Replacement Costs (without Long & Foster Home Warranty)

ITEM	AVERAGE REPLACEMENT	AVERAGE REPAIR
Central A/C	\$4,013	\$535
Heating System	\$3,000	\$685
Electrical	\$1,325	\$443
Refrigerator	\$1,025	\$308
Plumbing	\$1,100	\$363
Water Heater	\$1,000	\$213
Range/Oven	\$1,400	\$180
Dishwasher	\$600	\$180
Washer or Dryer	\$525	\$180

Source: Based on estimated ranges of retail costs for repairs and replacement of the listed items. Includes data from national independent service contractors. Pricing may vary in your geographical area.



If you have not filed a claim after month nine, you are eligible for one A/C or Heating maintenance visit valued at up to \$100.⁵

Appliance Buyline®

Take advantage of our national buying power and receive discounts on a variety of brand name appliances for remodeling projects or upgrades.



How it works:

If you have an appliance or system breakdown, call us 24/7, and we'll assign a pre-screened licensed professional you can trust to repair or replace your covered item.

You pay one low service call fee for a service partner to visit your home and diagnose the issue.⁴

Long & Foster

Homeowners Insurance Deductible Reimbursement

This is the only home warranty that reimburses you, up to \$1,000 per year, when you have to pay a deductible on a homeowners insurance claim. Simply report your paid claim within 45 days, and we'll send you a claim form to get your money back.^{1,3,4}

Long & Foster Service Commitment

"We partner with the best Insurance and Home Warranty companies in America. We are committed to ensuring that each one of our customers has an excellent customer experience. All claims will be resolved quickly and competently. We're committed to never allowing a dispute about coverage or service to interfere with a real estate transaction, because your satisfaction is our highest priority."

Premier Upgrade Package Option⁴

The Premier Upgrade Package provides buyers up to \$1,000 of extra coverage for items or charges which are typically not covered by a home warranty. You can take advantage of this option twice per contract year. Some examples of items not covered are disposal of equipment, duct, electrical and/or plumbing modifications, reclamation of refrigerant, code upgrades, permit fees and condenser pads.

Sell or buy your home with confidence

Seller Benefits

- Differentiate your home with a Long & Foster Home Warranty – the perfect buyer incentive.
- According to the annual National Association of Realtors® Profile of Home Buyers and Sellers, a home warranty is the top incentive for home buyers.
- No upfront cost — take advantage of seller's coverage while your home is listed on the market. Payment for your warranty is due at closing — when your home is sold.
- Protect yourself from unplanned expenses that may arise from mechanical failures or breakdowns while your home is on the market.

Buyer Benefits

- Reduce the expenses of unexpected repairs or replacements should a covered system or major appliance break down due to normal wear and tear.⁴
- Lock in first year pricing for additional years of coverage with our multi-year pricing option.
- Protect your home after your first year of coverage with our simple auto-renew feature.
- Available on many types of properties including foreclosures, short sales and as-is properties.^{3,4}

1. Homeowners Insurance Deductible Reimbursement feature is available only on buyers coverage.
2. Optional coverage requires an additional fee for seller.
3. Subject to underwriting criteria.
4. See terms, conditions and limitations in your Agreement.
5. See Preventive Maintenance Benefit section.

Sample Covered and Non-Covered Items:



Central Heating

Seller Heat & A/C is Optional (\$60)

Description of Covered Items: Mechanical parts and components of all heating systems, either hot water and steam heating system or centrally ducted forced air gas/electric/oil heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (programmable and electronic set back units will be replaced only with standard units); heat exchangers; heating elements; ignitor and pilot assemblies; internal system controls; wiring; and relays; motors (excludes dampers); and switches. If the primary heating system in the home is comprised of wall units, all wall units located within the home will be covered. Electric baseboard units are covered if they are the primary source of heating for the property.

Examples of Items/Conditions Not Covered: Chimneys, flues, and liners; cleaning and re-lighting of pilots; concrete encased or inaccessible ductwork; concrete encased or inaccessible steam or radiant heating coils or lines; conditions of water flow restriction due to scale, rust, minerals and other deposits; fossil and dual fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; and structural components.



Central Air Conditioning

Seller Heat & A/C is Optional (\$60)

Description of Covered Items: Mechanical parts and components of all centrally ducted air conditioning systems, heat pump system or evaporative (swamp) cooler unit (excluding geothermal and water source heat pump systems), as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; internal system controls; internal wiring; motors (excludes dampers); primary/secondary condensate drain pans; refrigerant; refrigerant filter dryer; refrigerant piping interior to the unit (excluding interconnecting line sets and geothermal piping); relays; reversing valves; switches and controls; and thermostats. We cover all centrally ducted air conditioning systems, each with maximum of five (5) ton capacity, and designed for residential application. If the primary cooling system in the home is comprised of wall units, all wall units located within the home will be covered.

Examples of Items/Conditions Not Covered: Primary/secondary condensate pumps, and lines; asbestos insulated ductwork or piping; ductwork insulation; concrete encased or inaccessible ductwork; dampers; filters (including electronic/electrostatic and de-ionizing filter systems); fossil and dual fuel control systems and other energy management systems and controls; geothermal heat pump systems; geothermal piping; heat recovery unit; humidifiers; interconnecting Freon lines (external of the equipment); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; structural components; water source heat pump systems; water pumps, valves and lines (external of the condenser unit); wall units (except as noted above); window units, and water cooling towers. Gas systems, including ammonia systems, and chilled water systems, are not covered.



Plumbing/Plumbing Pipes

Description of Covered Items: Mechanical parts and components of the following: garbage disposal; interior hose bibs; point of service water system/instahot; pressure regulating devices; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank. The clearing of plumbing stoppages using standard snake/auger systems, of drain, waste or vent lines up to 125 feet from point of access where accessible ground level cleanout is existing, and which can be cleared with standard cable. Request to clear the same line(s) after fourteen (14) days time has elapsed will be considered a new claim and require a new deductible. Leaks and breaks of water, gas, drain, waste and vent lines/pipes within the perimeter of the main foundation are also covered. Repair and finish of any walls or ceilings where it is necessary to break through to effect repair is not covered under the Seller Home Warranty; under all other warranty types it is covered only to the following extent: repair of walls or ceilings to rough finish up to \$1,000 per claim. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

Examples of Items/Conditions Not Covered: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; any piping or plumbing in a detached structure; bath tubs; bidets; caulking or grout; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust and sediment (scale, minerals and other deposits); exterior hose bibs; faucets; freeze damage; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; repair and finish of any floors where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; shower enclosures and base pans; shower heads; sinks; solar systems; toilet tank lids and toilet seats; water damage; water filters; water purification systems; wells.



Water Heater

Description of Covered Items: Mechanical parts and components of one (1) water heater/tankless, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Includes mechanical failures resulting from sediment build up.

Examples of Items/Conditions Not Covered: Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; racks; straps; timers; and solar heaters, including all parts and components.



Sump Pump

Description of Covered Items: Mechanical parts and components of the pump assembly located within the home and hard piped installed.

Examples of Items/Conditions Not Covered: Any unit located outside the covered property and/or within crawl spaces; back-up power assemblies; portable or non-hard piped installed unit.



Electrical

Description of Covered Items: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of ceiling fan motors and their controls (excluding transmitters and remotes); attic/whole house exhaust fans; door bells and chimes; interior standard light switches, smoke detectors including battery and hardwire systems; main breaker or fuse panel/box receptacles and general line voltage wiring.

Examples of Items/Conditions Not Covered: Bathroom exhaust fans; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; exhaust fans; fire, carbon monoxide alarm and/or detection systems; batteries; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture are not covered.



Household Appliances

Description of Covered Items: Mechanical parts and components affecting the proper operation of one (1) of each of the following appliances: refrigerator or combination refrigerator/freezer; built-in dishwasher; built-in microwave oven; range/oven/cook-top; self-contained range exhaust unit located above the range; built-in trash compactor located in the primary kitchen; and clothes washer; clothes dryer. Covered mechanical parts and components include only the following: automatic soap and rinse dispensers; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); defrost heaters; clothes dryer heating elements; clothes dryer drum; clothes dryer drum rollers; electronic components; evaporators; fan motors; gas valves; hinges; hoses; ignitor and pilot assemblies; ice maker; internal wiring; latch assemblies (excluding self-cleaning latch mechanisms); motors; power cords; pulleys; pumps; ram assembly; range/cooktop/heating elements/burners (sensi-temp elements/burners will be replaced only with standard elements/burners); solid state control boards; switches and relays; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); washing machine tubs and agitators; and water valves (dishwasher and clothes washer only).

Examples of Items/Conditions Not Covered: Automatic deodorizers; buckets; commercial units; damage to clothing; doors; door cables; door glass; door seals; drawers; drip pans; exhaust fan not solely for venting range/cooktop fumes; independent telescoping range exhaust; filters and screens; food spoilage; ice and beverage dispensers and their respective components including water supply lines; reclaim of refrigerant; interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; removable minitubs; rollers other than clothes dryer drum rollers; rooftop exhaust units; rotisseries and probes; secondary units; shelves; springs; stand-alone freezers; structural components; timers and clocks; self-cleaning mechanisms including door latches; trays; venting; conditions of water flow restriction due to scale, rust, minerals and other deposits.



Central Vacuum

Description of Covered Items: Motor; relay; switches; wiring.

Examples of Items/Conditions Not Covered: Attachments; hoses; handles; knobs; panels and/or cabinetry; powerhead assemblies; secondary units; structural components.



Garage Door Opener

Description of Covered Items: Mechanical parts and components of a single primary unit as follows: drive trains; motor; receiver board; relays; switches and sensors. If there is no attached garage, we will cover one (1) opener if installed in a detached garage.

Examples of Items/Conditions Not Covered: Batteries; damage caused by door malfunctions; all door assemblies including door panels, tracks, rollers, hinges, cables and springs; frequency interference; lights; sending units; touch pads and/or key pads; transmitters and remotes.



Jetted Bathtub

Description of Covered Items: Mechanical parts and components as follows: accessible electrical controls; accessible plumbing lines; air pumps; drains; gaskets; and primary circulation pump and motor.

Examples of Items/Conditions Not Covered: Bathtub shell; caulking and grout; jets; conditions of water flow restriction due to scale, rust, minerals and other deposits; failures due to dry operation of equipment; gaining access to electrical, component parts, and/or piping; tiles and marble; and tub enclosure.



Water Softener (Buyer Option Only)

Description of Covered Items: Mechanical parts and components of basic single water softener unit, including central head assembly; multi-level/twin softeners; piping to and from unit(s) and system tanks.

Examples of Items/Conditions Not Covered: Any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; failure due to excessive water pressure or freeze damage; failures due to mineral and/or sediment; resin bed replacement and salt.



Swimming Pool (Buyer Option Only)

Description of Covered Items: Mechanical parts and components as follows: above ground accessible piping lines leading to and from the unit; filters (housings, laterals, pressure gauges, back flush valves); gaskets; primary circulator pump and motor; and relays and impellers.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); jets; lighting; pop-up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; solar heaters and related components; conditions of water flow restriction due to rust and sediment (scale, minerals and other deposits); structure, liner or shell of the pool; timer and remote control systems and their components; and inaccessible underground and/or concrete encased plumbing.



Spa (Buyer Option Only)

Description of Covered Items: Mechanical parts and components as follows: above ground accessible plumbing lines leading to and from unit; air pumps; blower motor; filters (freestanding housing body, laterals, pressure gauges, back flush valves); gaskets; impellers; internal spa pack heater; internal switches; primary circulator pump and motor; and relays.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; external heaters; filter elements or media (i.e., cartridges, grids and sand); inaccessible underground and/or concrete encased plumbing; jets; lighting; portable spas or spas without hard pipe or hard wire installation; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment, skimmers; solar heaters and related components; conditions of water flow restriction due to rust and sediment (scale, minerals and other deposits); structure, liner or shell of the spa; timer and remote control systems and their components.



Septic Tank/Septic Tank Pumping

(Buyer Option Only)

Description of Covered Items: This plan covers the mechanical parts and components of one (1) sewage ejector pump (located within the perimeter of the main foundation). The clearing of stoppages within the connecting waste line (leading from the house to the primary septic tank) which are attributable to normal wear and tear and can be accessed through an existing clean out without excavation. In the event the septic tank needs to be pumped or replaced, you may be responsible for locating an independent contractor to perform the necessary repairs or replacement. In no event shall we be liable for claims in excess of \$500 to pump the septic tank or \$1,000 to replace the septic tank, per agreement term.

Examples of Items/Conditions Not Covered: Broken or collapsed sewer lines; tile fields; leach beds; leach lines; lateral lines; insufficient capacity; seepage pits; cesspools and sewage ejector pumps not associated with the septic system. We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; chemical treatments of the septic tank or sewer lines, stoppages caused by root invasion and/or stoppages caused by foreign objects, such as but not limited to, toys and bottle caps.



Combination (shared equipment)

Swimming Pool & Spa (Buyer Option Only)

Description of Covered Items: Mechanical parts and components as follows: above ground accessible plumbing lines leading to and from unit; air pumps; blower motor; filters (freestanding housing body, laterals, pressure gauges, back flush valves); gaskets; impellers; internal spa pack heater; internal switches; primary circulator pump and motor; and relays.

Examples of Items/Conditions Not Covered: Automatic feeders and chemicals; chlorinators; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); heaters; inaccessible underground and/or concrete encased plumbing; jets; lighting; pop-up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment, skimmers; solar heaters and related components; structure, liner or shell of the pool and spa; timer and remote control systems and their components.



Heater for Swimming Pool and/or Spa

(Buyer Option Only)

Description of Covered Items: Mechanical components and parts of gas, electric, oil, and heat pump units. In no event shall we be liable for claims in excess of \$1,000 in the aggregate per Agreement term, per covered property with respect to pool or spa heaters.

Example of Items Not Covered: Cabinetry and structural components; recapture/reclaim of refrigerant; timer and remote control systems and their components.



Well Pump System or Well Pump System

with Booster Pump (Buyer Option Only)

Description of Covered Items: Mechanical components and parts of the submersible or above ground well pump and booster pump utilized as the sole source of water supply only for the main dwelling, excluding irrigation system, as follows: controls; impellers; motor; pump and seals. For units that also supply water for use outside the main dwelling, only the capacity required to supply water to the main dwelling, excluding irrigation system, is covered.

Examples of Items/Conditions Not Covered: Contamination or lack of water; excavation or other charges necessary to gain access to, or to remove, or to reset the pump; failure attributed to well impurity; joint wells; piping and electrical lines leading to and from the unit; pressure, holding or storage tank(s); re-drilling of wells; auxiliary/secondary; and well casings.

How To File A Claim

- Call Us 24/7/365: (877) 710-5095
- Visit Us Online: www.longandfosterwarranty.com
- Coverage is subject to a service call fee, typically \$100, unless the service call buy down option is purchased. Additional charges may apply to certain repairs or replacements.
- Please do not call a contractor yourself. You will not be reimbursed for work performed without prior claim approval.

HOME WARRANTY AGREEMENT

This Home Warranty Agreement, hereinafter referred to as the "Agreement", is marketed through HMS National, Inc. The Agreement is issued by the entity listed for your state in Section VI of this Agreement. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your". This is a Home Warranty Agreement, not an insurance policy.

This Agreement is intended to provide protection against the cost of repairing certain items in your home due to mechanical failure. **Please read the Agreement carefully. A sample of the full terms and conditions may be viewed at www.longandfosterwarranty.com.** Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement. Coverage is subject to the limitations and conditions specified in this Agreement.

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see DISPUTE RESOLUTION section for more information about arbitration.

I. Basis For Coverage

We agree to pay the covered costs to repair or replace the items listed as covered in your Agreement Coverage Summary if any such items become inoperable during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement. Determination of coverage for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic grade items that were in the home and in proper operating condition on the Agreement effective date. "Mechanical failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. We will cover an unknown pre-existing mechanical failure provided the failure could not have been detected by visual inspection or simple mechanical test. A visual inspection of the covered item is considered to mean the viewing of an item to verify that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test means the ability to turn the unit off and on verifying the item operates without irregular sounds or smoke that may indicate a problem. In certain instances, we may require documentation from you during a claim review.

Mechanical failure due to rust and corrosion is not covered in the Seller Home Warranty. Mechanical failure due to rust and corrosion is covered after the Agreement effective date in the Buyer Conversion, Buyer Direct, Open Direct or New Home Warranty. The covered item will be deemed to have been in "proper operating condition" on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor's diagnosis.

II. Definition of Items

This Agreement provides coverage only for those items specifically listed as covered in your Agreement Coverage Summary. **An additional fee may be required for certain systems, appliances or optional coverages. Coverage of some items may not be available under all plans or in every state.**

This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions herein. Covered items must be "Domestic-grade" items which are designated by the manufacturer, manufactured and marketed solely for installation and use in a residential single family dwelling. The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered.

Premier Upgrade Package Option (Buyer Only)

Adding this package to your Home Warranty Agreement provides additional benefits, including mismatched systems and components having incompatible capacity ratings* on a covered claim. Certain repairs or replacements may require additional fees that are not normally covered under your Home Warranty Agreement, such as, but not limited to, disposal of equipment; duct, electrical and/or plumbing modifications; reclamation of refrigerant; code upgrades; permits; condenser pads; etc. We will provide up to \$1,000 towards typically excluded non-covered charges when repairing or replacing a covered item. In no event shall we be liable to cover fees and/or disposal arising from hazardous and/or toxic materials or asbestos. Package limits apply to one (1) covered item, per claim. Each claim event is capped for up to \$1,000; any unused portion of the benefit cannot be applied towards a future claim. In no event shall we be liable for more than two (2) claims per agreement term, for an aggregate amount of up to \$2,000. This benefit does not apply to equipment; items; or failures deemed ineligible for coverage.

*For mismatched systems or incompatible capacity failures, you are responsible for the cost difference between the replacement value of the original part or system and the cost of the upgrade.

III. General Exclusions & Limitations

Examples include:

- Incompatible or mismatched items
- Items outside the perimeter or below the foundation of the home (unless specifically stated, i.e., swimming pool)
- Improper installation or defects caused by manufacturer design
- Misuse, neglect, missing parts or improper installation
- Acts of God, terrorism, fire or natural disaster
- Animal and pest damage
- Power surges or lightning related failures
- Mold, mildew or wet/dry rot
- Vandalism or intentional acts
- Upgrades or modifications for any reason
- Removal or disposal of equipment, hazardous or toxic material (i.e. asbestos or Freon)
- Commercial grade equipment

- Fees associated with gaining access for diagnosis, repair or replacement
- Energy management systems or devices
- Inaccessible ductwork, underground ductwork
- Ductwork damaged by pests, animals, moisture
- Registers, grills, dampers or insulation
- Fees associated with gaining access to a covered item
- Delays caused by material shortages or circumstances beyond our control
- Charges associated with transportation of service professional or materials related to the claim
- Consequential damage, additional living expenses
- Food spoilage, loss of income or other property damage
- Items covered by other insurance, warranty or guarantee (i.e. manufacturer warranty)
- Items that have been modified or adjusted in ways that prevent inspection and/or diagnosis (i.e. self-attempted repair)
- Improperly installed or repaired items, items damaged during remodeling
- Routine maintenance
- Damages or delays resulting from the service provider

IV. Cancellation

1. You may void this Agreement within thirty (30) days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten (10) percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties, that is not paid or credited within thirty (30) days after termination of this Agreement pursuant to this paragraph.
2. You may cancel this Agreement within thirty (30) days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars (\$25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in you owing us payment for services provided, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee. We will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.

V. Dispute Resolution

1. **ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. **CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

VI. Other Conditions

Issuing Company. The HMS Home Warranty Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors.

Marketing. This Agreement is marketed through HMS National, Inc. HMS is a registered trademark of HMS National, Inc., P.O. Box 551299, Fort Lauderdale, FL 33355-1299; Phone (954) 845.9100.

Corporate/Administrative Office. Cross Country Home Services, Inc., P.O. Box 551540, Ft. Lauderdale, FL 33355-1540; Phone: (954) 835.1900.

VII. Preventive Maintenance Benefit

1. **Eligibility:** During the first year of your HMS Home Warranty Agreement ("Agreement"), if you have not placed any claims, you will be eligible for one (1) air conditioning and/or heating system maintenance visit, up to \$100, at the completion of month nine (9) of your contract. The maintenance visit is available on an active Agreement from month ten (10) and through the end of the contract term. The maintenance visit must be scheduled and occur between months ten (10) and twelve (12) before the first term of the Agreement expires.
2. **Process:** For information on how to use this benefit, call HMS National at 866-607-9925. If you fail to schedule a maintenance visit during the Eligibility period you may not "make-up" the maintenance visit during any subsequent period. No make-up will be given for a missed maintenance visit. Based on the Eligibility qualifications noted above, you must schedule and complete the maintenance service between months ten (10) and twelve (12) of the Agreement period.



Long & Foster Home Warranty Plan Application

Contract # or Order Confirmation Number (Provided by HMS)

PROPERTY INFORMATION

Property Address to be Covered _____

City _____ State _____ Zip _____

Mailing Address If Different From Above _____

City _____ State _____ Zip _____

This mailing address is for: Buyer Seller

SELLER INFORMATION

Name(s) _____

Cell Phone Number _____ E-mail Address _____

Listing Start Date _____ Listing End Date _____

BUYER INFORMATION

Name(s) _____

Closing Date _____ Cell Phone Number _____

E-mail Address _____

AGENT INFORMATION

Real Estate Office/Member Broker No. _____ Main Office Phone Number _____

Real Estate Office Address _____ City, State, Zip _____

Real Estate Agent Name _____

Real Estate Agent E-mail Address _____ Real Estate Agent Cell Phone _____

Disclosure: In addition to representing the home seller and/or buyer, the named real estate agent, broker or company may also be performing certain warranty-related processing, administrative, marketing and other services. Your charge for this warranty includes an amount paid to the real estate agent, broker or company for performing these services.

This coverage includes only those systems, appliances and components that were in proper operating condition at the Agreement effective date. The following systems, appliances and components should be excluded from coverage:

- Yes, I Want Warranty Coverage:** Applicant understands the terms and conditions of warranty coverage and authorizes closing agent to pay required warranty fees upon closing.
- No, I Do Not Want Warranty Coverage.** Applicant understands that no coverage (by the warranty company, real estate agent, or any other person) will be provided in the event of a subsequent mechanical failure that otherwise would have been covered under the warranty.

Signature _____

Date _____

Please Do Not Call A Contractor Prior To Filing A Claim. Please Call: (877) 710-5095. Coverage is subject to a service call fee, typically \$100, unless the service call buy down option is purchased. Additional charges may apply to certain repairs or replacements.

1. PLANS & PRICING

Seller/Buyer: Coverage to begin at enrollment, converts to buyer at closing \$429 _____

Seller Heat & A/C Coverage (Optional) \$60 _____

Buyer: Coverage to begin at closing \$429 _____

Existing Homeowner (30-day wait applies) \$429 _____

Each Add'l Unit up to Fourplex \$150 _____

New Home Construction (Years 2-4)* \$579 _____

**Not Available on Multi-Unit*

2. ADDITIONAL SYSTEMS & COMPONENTS

Additional Sump Pump \$60 each _____

Additional Water Heater \$50 each _____

Additional Refrigerator \$25 each _____

3. OPTIONAL COVERAGE (BUYER ONLY)

Septic Tank/Pumping \$45 each _____

Water Softener \$50 each _____

Well Pump System \$75 each _____

Well Pump System w/Booster Pump \$150 each _____

Pool and/or Spa Without Heater \$150 each _____

Pool and/or Spa With Heater \$205 each _____

Service Call Fee Buy Down (to \$50) \$50 each _____

Premier Upgrade Package* **\$89 each** _____

***The Premier Upgrade Package provides buyers up to \$1,000 of extra coverage for items or charges which are typically not covered by a home warranty. You can take advantage of this option twice per contract year. Some examples of items not covered are disposal of equipment, duct, electrical and/or plumbing modifications, reclamation of refrigerant, code upgrades, permit fees and condenser pads. See Terms, Conditions and Limitations in the Agreement.**

4. TOTAL DUE AT CLOSING

Total All Fees: (Sections 1, 2, and 3) \$ _____

For multiple years, multiply the total by the number of years:

\$ _____ X _____ = \$ _____
(Total of All Fees) (Number of Years) (Total Price)

TO ENROLL:

- Online: www.longandfosterhwp.com
- Phone: (877) 710-5095
- Fax: (800) 546-2777
- Mail: P.O. Box 559003, Ft. Lauderdale, FL 33355-9003

Please make checks payable to: Long & Foster Home Warranty

Long & Foster Real Estate, Inc. and its affiliated companies, do not issue the Long & Foster Home Warranty Plan. The Long & Foster Home Warranty Plan is marketed with HMS National, Inc. and is issued by HomeSure Services, Inc. except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; the HMS Home Protection Plan in Virginia and Oregon is issued by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors. HMS is a service mark of HMS National, Inc., Fort Lauderdale, FL 33355. Please see contract for actual terms and conditions; benefits may vary by state. Long & Foster® is a registered trademark owned by Long & Foster Real Estate, Inc. All other trademarks are property of their respective owners.

Comprehensive Protection Exclusively From Long & Foster

COVERED ITEMS/ CONDITIONS	SELLER	BUYER
Central Heating – Unlimited Units	SELLER	YES
Central A/C – Unlimited Units	HEAT & A/C \$60 OPTION	YES
Ductwork	YES	YES
Electrical	YES	YES
Plumbing	YES	YES
Plumbing Stoppages (up to 125')	YES	YES
Hot Water Heater	YES	YES
Attic Exhaust/Whole House Fan	YES	YES
Ceiling Fan	YES	YES
Central Vacuum System	YES	YES
Clothes Washer	YES	YES
Clothes Dryer	YES	YES
Dishwasher, Built-in	YES	YES
Door Bell Chimes	YES	YES
Refrigerator and Built-in Icemaker	YES	YES
Garage Door Opener	YES	YES
Garbage Disposal	YES	YES
Jetted Bathtub	YES	YES
Microwave Oven, Built-in	YES	YES
Oven/Range/Cooktop	YES	YES
Range Exhaust	YES	YES
Sump Pump	YES	YES
Trash Compactor, Built-in	YES	YES
Locksmith Service	YES	YES
Unknown Pre-Existing Condition	YES	YES
Failure due to Lack of Maintenance	YES	YES
Appliance Buyline program	YES	YES
Failure due to Rust & Corrosion	–	YES
Homeowners Insurance Deductible Reimbursement	–	YES ¹

OPTIONAL ITEMS ² (BUYER)	COST
Septic Tank/Pumping	\$45
Water Softener	\$50
Well Pump System	\$75
Well Pump System w/Booster Pump	\$150
Pool and/or Spa without Heater	\$150
Pool and/or Spa with Heater	\$205
Service Call Fee Buy Down (to \$50)	\$50
Premier Upgrade Package*	\$89

*The Premier Upgrade Package provides buyers up to \$1,000 of extra coverage for items or charges which are typically not covered by a home warranty. You can take advantage of this option twice per contract year. Some examples of items not covered are disposal of equipment, duct, electrical and/or plumbing modifications, reclamation of refrigerant, code upgrades, permit fees and condenser pads. See Terms, Conditions and Limitations in the Agreement.

SINGLE FAMILY HOME, TOWNHOME & CONDOMINIUM	COST
Seller and/or Buyer	\$429
Seller Heat & A/C ² (Optional)	\$60
Service Call Fee	\$100

¹See terms, conditions and limitations in your home warranty. Non-covered charges may apply.
²Optional coverage requires an additional fee.