



# FREE.... Just For The Asking

CBSHOME and it's sales associates are pleased to offer our clients this complimentary sellers' home warranty. The warranty covers you from the date of listing to closing.\*

SELLERS IT'S EASY, YOU MAKE THE CALL

**1-888-633-3258** and your HMS professional will activate your coverage.

## What is Covered



Electrical System



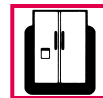
Paddle Fans



Plumbing System



Water Heater



Refrigerator



Dishwasher (built-in)



Microwave (built-in)



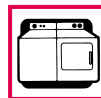
Oven/Range



Garbage Disposal



Trash Compactor (built-in)



Washer/Dryer



HMS North Central • 3940 Sunnyside Road • Edina, MN • 55424 • [www.hmsnorthcentral.com](http://www.hmsnorthcentral.com)

\*Complimentary coverage has maximum \$300 aggregate per system and \$1500 aggregate per contract toward the repair or replacement of covered components. Program has \$75 deductible per occurrence and a maximum coverage of 180 days.

# COMPLIMENTARY COVERAGE SUMMARY

## I. SERVICE

1. When repair or replacement services covered by this Agreement are required, you must telephone us at 1-800-432-1033 or submit a claim through the web site [www.HMSnet.com](http://www.HMSnet.com). You must notify us immediately upon the discovery of a mechanical failure. Notice of any malfunction or failure must be made to us prior to the expiration of the term of the Agreement during which the failure occurred.

This Agreement is intended to provide protection against the cost of repairing certain types of breakdowns of specific items in your home. Please read the Agreement carefully. Coverage includes only certain mechanical breakdowns of the specific items listed as covered on your Agreement Coverage Summary and excludes all other breakdowns and/or items. Coverage is subject to the limitations and conditions specified in this Agreement.

## II. BASIS FOR COVERAGE

**We agree to repair the items listed as covered on your Agreement Coverage Summary if they become inoperative 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. We reserve the right, at our option, to replace items rather than repair them. The definition of the specific items that may be listed on your Agreement Coverage Summary as covered, as well as other limitations on coverage and other terms and conditions, are listed below.**

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. Mechanical failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; misuse; and rust and/or corrosion. "Domestic-grade" items are those that were manufactured and marketed solely for installation and use in a residential single family dwelling. 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 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, reflecting but not limited to, our authorized contractor's diagnosis.

## III. PROPERTIES ELIGIBLE FOR COVERAGE

1. This Agreement covers a single family residence, including a condominium, townhouse or villa, or a multi-family property of two (2) units (duplex), used solely for residential purposes. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered. Homes listed in any historical register are not covered. Whether or not this contract covers a condominium unit, mobile home, manufactured home, or any multi-family dwelling (i.e., duplex, tri-plex, or quadplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items shared by non-warranted units will be covered by this Agreement.

2. Multi-family properties are eligible for the Seller Home Warranty; however, coverage is restricted to the owner occupied unit only. All other tenant occupied units are not covered under the Seller Home Warranty. If coverage is provided on tenant occupied units under the Buyer Conversion Warranty, Buyer Direct Warranty, New Home Warranty, and/or Open Direct Warranty, you (not the tenant) are responsible to report the claim and pay the deductible charge. Multi-family property is not eligible for the New Home Warranty.

3. Mobile homes constructed within ten (10) years of the proposed effective date of the Agreement are eligible for coverage, provided they are permanently secured to the ground and that the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for coverage.

## IV. DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on your Agreement Coverage Summary. An additional fee may be required for certain coverages. Coverage of some items is not 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 may be covered, subject to the limitations and conditions herein. 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.

### 1. Kitchen/Laundry Appliances (Individual appliances available only as an option in some states)

Description of Covered Items: Mechanical parts and components affecting the proper operation of one (1) of each of the following appliances located in the kitchen: 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; and built-in trash compactor. Kitchen appliance coverage is only for primary units. Mechanical parts and components affecting the proper operating condition of one (1) of each of the following primary appliances are also covered: clothes washer and clothes dryer. Covered mechanical parts and components include only the following: automatic soap dispenser; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); defrost heaters; latch assemblies; clothes dryer heating elements; clothes dryer drum rollers; electronic components; evaporators; fan motors; range/cooktop/heating elements/burners (sensi-temp elements/burners will be replaced only with standard elements/burners); gas valves; hinges; hoses; igniter and pilot assemblies; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); and water valves (dishwasher and clothes washer only). In no event shall we be liable for claims in excess of \$1000 in the aggregate per appliance for: top or down-draft cook tops, convection ovens; combination convection/microwave or convection/standard ovens; double wall ovens; and commercial-like or ultra-premium appliances (see V.7. below).

**Examples of Items/Conditions Not Covered:** Automatic deodorizers; ice and beverage dispensers; buckets; commercial units; damage to clothing; drawers; door seals; drip pans; drums; exhaust fan not solely for venting range/cooktop fumes; filters and screens; food spoilage; stand-alone freezers; ice maker; 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; sensi-temp/sensi-heat burners; shelves; springs; structural components; timers and clocks; trays; tubs; venting; washing machine agitators; and water flow restrictions due to mineral deposits, such as but not limited to, lime.

### 2. Plumbing System/Plumbing Pipes

Description of Covered Items: Mechanical parts and components of the following: garbage disposals; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank. Leaks and breaks, except those caused by plumbing stoppages, of water, gas, drain, waste and vent lines within the perimeter of the main foundation are also covered. We cover up to three (3) toilets.

**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; bath tubs; bidets; caulking or grouting; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions caused by plumbing stoppages; conditions of water flow restriction due to scale, rust, minerals and other deposits; exterior hose bibs; faucets; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings 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; wells and well pumps; solar systems; shower enclosures and base pans; sinks; sump pumps; toilet tank lids and toilet seats; water damage; water filters; water purification systems; water softeners; whirlpools, spas and their respective plumbing and mechanical components; and.

### 3. Water Heater

Description of Covered Items: Mechanical parts and components, including circulatory pumps and domestic hot-water coils attached to boilers, but excluding solar and heat recovery units.

**Examples of Items/Conditions Not Covered:** Color or purity of water; heat recovery units; insulation; noise; secondary holding/storage tanks; sediment build-up; and solar heaters, including all parts and components.

### 4. Electrical System

Description of Covered Items: Mechanical parts or components as follows: general line voltage wiring, components and parts within the perimeter of the exterior walls consisting of main breaker fuse panel/box; standard light switches and receptacles; ceiling fan motors and their controls.

**Examples of Items/Conditions Not Covered:** Attic, bathroom, and/or whole house exhaust fans; alarm systems batteries; burglar, fire and smoke alarms; direct current (DC) wiring and systems; door bells and chimes; exterior wiring and components (except main panels mounted to exterior wall); exhaust fans; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; telephone systems; timers; touch pad assemblies; 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

### Please Note:

This agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: Capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations. Nor does it cover any costs associated with permits, any upgrades or modifications to comply with federal, state and local law, code, regulation, or ordinance, including, but not limited to, replacing furnace flues, piping, ductwork, electrical and sheet metal. Such costs are your responsibility. As are fees associated with the removal and disposal of old systems, appliances and components; or losses or other costs, including, but limited to, disposal fees arising from hazardous or toxic material, asbestos, freon or freon reclamation.

A complimentary coverage has a maximum \$300 aggregate per system and a \$1,500 aggregate per contract toward the repair or replacement of covered components. Program has a standard deductible and coverage period of six months or the length of listing agreement, whatever is less.