



HSAOA APPLIANCE PROTECTION CLUB Terms and Conditions

PLEASE READ CAREFULLY

This agreement, (hereinafter referred to as "HSAOA APPLIANCE PROTECTION CLUB" or "Plan") is between Home Safety Association of America ("HSAOA") and it's Administrator (herein after referred to as,"We","Us", and "Our"), and the HSAOA APPLIANCE PROTECTION CLUB Purchaser (hereinafter referred to as "Purchaser","You", and "Your").

To provide sales, billing administration, collection and/or billing related customer services, a third party may be retained by Home Safety Association of America for Your Plan, and You will be billed by Home Safety Association of America.

To provide administrative and claim handling services, Home Safety Association of America may retain an Administrator. (hereinafter referred to as "Administrator"). If an Administrator is retained, all covered repairs will be serviced by qualified contractors through the Administrator or HSAOA.

TO FILE A CLAIM YOU MUST REQUEST SERVICE AND RECEIVE APPROVAL FROM ADMINISTRATOR or HSAOA FIRST, except as otherwise stated below.

PLAN PRICING:

The HSAOA APPLIANCE PROTECTION CLUB price is priced based on the Plan You have purchased and is based upon the chart below. In addition, the appliances covered in your Plan are indicated below. Plans automatically renew unless cancelled. All Application or Trial Fees are non-refundable.

Plan Name	HSAOA Bronze	HSAOA Silver	HSAOA Gold	HSAOA Platinum
Plan Description	Laundry	Kitchen	Laundry + Kitchen	Gold + HVAC
Monthly Cost	\$19.95	\$29.95	\$39.95	\$49.95
Quarterly Cost	\$49.95	\$74.95	\$99.95	\$119.95
Annual Cost	\$199.95	\$299.95	\$399.95	\$499.95
Application Fee	\$30.00	\$30.00	\$30.00	\$30.00
Fee per Service Call	\$50.00	\$50.00	\$50.00	\$50.00
Plan Benefits				
Washer	X		X	X
Dryer	X		X	X
Range		X	X	X
Oven		X	X	X
Cook top		X	X	X
Stove		X	X	X
Refrigerator		X	X	X
Dishwasher		X	X	X
Built In Microwave		X	X	X
Trash Compactor		X	X	X
Telephone Wiring		X	X	X
Central A/C (1 Unit)				X
Central Home Heating				X
Water Heater				X
Alarm System				X
Garage Door Opener				X
Interior Wiring				X
Garbage Disposal				X

CANCELLATION:



PURCHASER may cancel the HSAOA APPLIANCE PROTECTION CLUB by contacting Home Safety Association of America via postal mail at 8391 Beverly Blvd. #122 Los Angeles, CA 90048 or by faxing notification to 646-478-9218 Attn. Home Safety Association of America, Supervisor or by emailing cancellation to info@hsaoa.com. Cancellation becomes effective at the end of the current month or current billing cycle of coverage. If this HSAOA APPLIANCE PROTECTION CLUB is cancelled, the PURCHASER shall be entitled to a pro-rata refund of the paid HSAOA APPLIANCE PROTECTION CLUB price for the un-expired term less a \$50 administrative fee and any service costs incurred by Home Safety Association of America.

WE reserve the right to change or cancel this HSAOA APPLIANCE PROTECTION CLUB upon 7 days written notice. However, in the event of fraud, material misrepresentation, failure to pay, or termination as a Home Safety Association of America customer, cancellation may be immediate. This HSAOA APPLIANCE PROTECTION CLUB will automatically expire at the end of the term for which the agreement price has not been paid in advance or may be renewed automatically at the discretion of HSAOA. Once this HSAOA APPLIANCE PROTECTION CLUB is cancelled or put into a declined status (i.e. payment is due but unpaid due to credit card decline, lack of funds in customer bank or credit card account), you will be subject to a (30) thirty-day waiting period to make a claim, if you choose to join the HSAOA APPLIANCE PROTECTION CLUB again or if your plan is 'reactivated'. In the event of cancellation for fraud or material misrepresentation, we may demand immediate payment of the cost of all services provided to Purchaser, less any payments made. Additionally;

- a. We reserve the right to change or cancel this HSAOA APPLIANCE PROTECTION CLUB due to Non-payment of HSAOA APPLIANCE PROTECTION CLUB fees;
- b. We reserve the right to change or cancel this HSAOA APPLIANCE PROTECTION CLUB due to fraud or misrepresentation of facts material to the issuance of this HSAOA APPLIANCE PROTECTION CLUB, or the payment of a claim;
- c. We reserve the right to change or cancel this HSAOA APPLIANCE PROTECTION CLUB for any reason, if not previously renewed and if in effect for less than sixty (60) days at the time of mailing or delivery of a notice of cancellation;
- d. **We reserve the right to change or cancel this HSAOA APPLIANCE PROTECTION CLUB in the event of substantial change in the risk assumed by Us under this HSAOA APPLIANCE PROTECTION CLUB, except to the extent that We could reasonably have foreseen the change or contemplated this risk in writing this HSAOA APPLIANCE PROTECTION CLUB.**
- e. No cancellation by Us for any reason shall be effective until seven (7) days after the First Class mailing or delivery of a written notice via email or telephone call, of cancellation to the Purchaser:
- f. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee and any service costs incurred Us. All cancellation requests must be submitted via certified mail.
- g. Purchaser may, within 15 calendar days of delivery of the agreement, reject and return the agreement for a full refund, less actual costs incurred by Us in issuance of and service under this HSAOA APPLIANCE PROTECTION CLUB.
- h. HSAOA APPLIANCE PROTECTION CLUB is non-transferable and is only valid to the original Purchaser/residence.

I. WHAT YOUR HSAOA APPLIANCE PROTECTION CLUB COVERS:

The provisions of the HSAOA APPLIANCE PROTECTION CLUB provide for the repair of covered parts and labor for "**Mechanical or Electrical Breakdown**" ONLY. Mechanical or Electrical breakdown is defined as failure (**NOT gradual reduction in operating performance due to wear and tear or misuse or lack of maintenance by You**) of a defective covered part or faulty workmanship of a covered part. Replacement will be made with like kind and quality as detailed below, and a description of all repairs may be furnished to the Purchaser upon request.

II. EQUIPMENT ELIGIBLE FOR COVERAGE UNDER THE HSAOA APPLIANCE PROTECTION CLUB:

Equipment eligible for coverage is based upon which program you have purchased. Please see the Welcome Letter your received or call HSAOA Customer Service to verify what Plan you have, and see the above graph to determine which parts are covered under that plan.

III. WHAT PARTS ARE COVERED?:

All brands and ages of equipment up to 10 years of age will be covered under the HSAOA APPLIANCE PROTECTION CLUB subject to availability of repair parts. **Equipment over 10 years of age at the time of the claim shall not be covered.** Only those parts **specifically named** are eligible for coverage, and coverage is **ONLY for Mechanical or Electrical Breakdown**, as applicable:

Central Air Conditioning: (Electric) Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits.

Central Home Heating: (Gas or Electric) Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure

Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, and Heat Coil.

Water Heater: (Gas or Electric) Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element.

Range: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor,



Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Oven: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Cooktop: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Microwave Built-In: Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts.

Refrigerator: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits.

Dishwasher: Heating Element, Pump, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Related Electrical Parts.

Garbage Disposal: All internal related Motorized or Electrical Parts. Casing is not covered.

Trash Compactor: All internal related Motorized or Electrical Parts. Casing is not covered

Washer: Water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, lid switch Touch Pad, Control Board, Power Supply, Motor, pump coupling, wigwag, drive belt and Related Electrical Parts.

Dryer: Gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, ignitor, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, timer and electrical heating element. related.

Interior Wiring: All Interior wiring excluding switches, receptacles or fixtures

Telephone Wiring: All Interior wiring excluding phones, receptacles or switches

Garage Door Opener: All parts and Components related to Garage Door Opener. NOT COVERED: failure caused by improper installation, transmitters, loss controls, and damage to automobiles, exterior touch pads and springs..

Exhaust Fan: All internal related Motorized or Electrical Parts

Alarm System: All internal related Motorized or Electrical Parts

IV. HOW YOU GET SERVICE:

To file a claim call toll free 1-800-331-8111 during normal working hours Monday - Friday, 9:00AM ET - 8:00PM ET. Meaningful service will be initiated, under normal circumstances, within 48-72 hours of your request and will be completed as soon as possible. If Emergency service is needed for Central Home Heating and Air Conditioning Systems ONLY, customer may call their own service provider if service is REQUIRED after hours. **Any such service provided after hours must be reported to HSAOA within 24 hours of service or claim will not be considered.** However, HSAOA shall only be responsible for the first \$250 of such an emergency service. Any additional costs or fees will be adjudicated by HSAOA and reimbursement costs shall be at the sole discretion of HSAOA. Service is considered an emergency when the Central Home Heating or Air Conditioning System malfunctions during a period of cold weather when the temperature is below 30 degrees Fahrenheit, or when the temperature exceeds 95 degrees Fahrenheit, **AND ONLY AFTER ATTEMPT TO CONTACT HSAOA TO REPAIR THE SYSTEM** and a message is left with HSAOA notifying Us of the issue. **You must attempt to contact HSAOA during normal business hours to make your claim first.**

Please note, **WE WILL NOT PAY FOR ANY SERVICES PERFORMED WITHOUT PRIOR AUTHORIZATION**, unless stated otherwise in this agreement. **Notice of any mechanical or electrical breakdown must be given to us immediately upon discovery and must be during the coverage period. Pre-existing conditions, or unreported previous conditions, will not be covered.**

ALL SERVICES require a \$50 service fee to be paid by the customer unless otherwise waived by HSAOA. Said service fee will be deducted from any maximum coverage amounts as listed in Limit of Liability and Conditions below, and you authorize and service fees to be charged to Your billing method (Credit Card or Bank Account) after service has been rendered.

V. LIMIT OF LIABILITY AND CONDITIONS:

1. This agreement provides coverage on a monthly, quarterly or annual basis and is billed as such. The term of this agreement begins 30 days after we receive your first payment and ends one month thereafter. It will be automatically renewed until terminated. Coverage ends in the event of non-payment, or if credit card/payment method 'declines' due to expired payment method, lack of funds, etc.
2. **ONLY owner-occupied homes** are eligible for coverage. RENTAL PROPERTIES are not eligible for coverage unless approved in writing by HSAOA.
3. Old appliances and electronic equipment, being mechanical, may wear out. In addition, parts may not be available for older appliances and electronic equipment. The following guidelines will be implemented to provide a replacement or repair allowance:

a: For heating or cooling equipment named in Section II of this agreement.

-In the first 6 months of coverage a maximum \$500 replacement/repair allowance will be paid to the customer or service provider per item, per year. This allowance includes service, installation and equipment costs. Customer is responsible for the first \$50 to cover service fee.

-After 6 months of coverage a \$500 replacement allowance will be paid to the customer plus an additional \$150 for each year of coverage up to a maximum of \$1000. This allowance includes service, installation and equipment costs. Customer is responsible for the first \$50 to cover service fee.



b: For all other appliances the maximum replacement or repair allowance is \$250. **This allowance includes service, installation and equipment costs. Customer is responsible for the first \$50 to cover service fee.**

In the event of the need for replacement, any repair or service costs incurred by HSAOA to make such determination shall be deducted from the replacement allowance payment. **Proof of purchase is required in the form of a purchase receipt before any replacement allowance will be paid.**

4. The amount we will pay for the repair or replacement of a covered appliance or electronic equipment shall not exceed the original purchase price of the covered appliance or electronic equipment. If we decide to replace the covered appliance or electronic equipment, we are responsible for "replacement" equipment cost of similar features, capacity and efficiency, but not for matching dimensions, brand, or color, with maximum payments as per Sec V of this agreement. We are not responsible for upgrades nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing equipment or taxes.

5. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to the Purchaser covering a loss also covered by this HSAOA APPLIANCE PROTECTION CLUB, this HSAOA APPLIANCE PROTECTION CLUB will pay in excess of and not contribute with other insurance, warranty or guaranty.

6. All equipment covered by this HSAOA APPLIANCE PROTECTION CLUB must be an ongoing part of the residence and in good working condition at the time you sign up for the program and be reasonably clean and accessible at the time of service.

7. If it is determined that coverage under this HSAOA APPLIANCE PROTECTION CLUB does not apply, or no covered breakdown is discovered, you are responsible for the entire cost of the repair visit.

8. If you are delinquent in your payments, service under this HSAOA APPLIANCE PROTECTION CLUB may be denied.

9. The price of this service may be adjusted from time to time. Notice of any price adjustment will be given to you, in writing at least thirty days prior to implementation. You may terminate the HSAOA APPLIANCE PROTECTION CLUB by giving written notice prior to the effective date of increase.

10. HSAOA APPLIANCE PROTECTION CLUB is non-transferable and is only valid to the original Purchaser/residence.

VI. EXCLUSIONS:

We are not responsible for, and coverage DOES NOT INCLUDE:

1. The alteration, modification, addition, or deletion from the covered product, nor does it cover performance of routine maintenance.

2. Home Heating, Central Air Conditioning, and Heat Pump Systems: Not covered are baseboard casings, portable units, solar heating systems, fireplaces, chimneys, filters, registers, grills, clocks, timers, heat lamps, fuel storage tanks, and flues and vents, gas air conditioning systems, condenser casings, portable electric air cleaners, wall units not ducted when designed to be ducted by the original manufacturer, cabinets, cabinet pieces, painting, decoration and trim, filters and cleaners, humidifiers, driers, refrigerant, refrigerant line sets, belts, wiring, wiring harness, fuses, circuit breakers, drains, and unit accessories. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat.

3. Refrigerator: Not covered are chilled water dispensing, Sub-Zero's, and ice making controls, valves, and any other parts not named as covered in section III of this HSAOA APPLIANCE PROTECTION CLUB.

4. Consequential, indirect, or direct damages, injury or illness caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond the Administrator's control. We reserve the right to use qualified contractors, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of our obligation under the terms of this HSAOA APPLIANCE PROTECTION CLUB.

5. Any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination however such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused.

6. Any material, parts or labor required as a result of; abuse, misuse, lack of maintenance, water damage, vandalism, terrorist acts, acts of war, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, flooding, riots, or military unrest; damage caused by equipment not covered; repairs covered by manufacturer's recall, warranty, or other service contract; modifications, improper installation, alterations, unauthorized repair; consequential or inconsequential damage; maintenance; or damage to exterior surfaces. This HSAOA APPLIANCE PROTECTION CLUB does not cover accessories such as knobs, buttons, handles, shelves, inner door liners, etc. nor maintenance items, such as filters. Failures due to rust, corrosion, or physical damage are not covered. Food spoilage and damage to clothes are not covered.

7. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.

8. Chemical or sedimentary build up, failure to clean or maintain as specified by the equipment manufacturer, missing parts, or structural changes.

9. Pre-existing conditions, defects or deficiencies.



10. Any service or repair associated with hazardous material treatment, removal, or disposal. The HSAOA APPLIANCE PROTECTION CLUB does not cover disconnection or installation of the appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This HSAOA APPLIANCE PROTECTION CLUB does not cover the cost of opening or closing walls, floors, or ceilings.

11. Charges for parts and services provided without prior authorization of the Administrator.

12. Correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.