



## AmeriGuard

### *Structural Components Coverage*

*The **Structural Components Coverage** is available only when the **Home Inspection\*** has also been selected and paid for by the Purchaser. It can also be purchased in conjunction with the **Appliance and Systems Coverage**.*

**Purpose:** USHP will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect.

**Definition of Major Structural Defect:** All of the following conditions must be met to constitute a Major Structural Defect:

1. Actual physical damage to one or more of the following specified load-bearing segments of the home;
2. Causing the failure of the specific major structural component; and
3. Which materially affects its load-bearing function in a way that jeopardizes the physical safety of the occupants of the home.

These are the only load-bearing components of the home which are covered by this Agreement:

1. Roof framing members (rafters and trusses);
2. Floor framing members (joists and trusses);
3. Bearing walls;
4. Columns;
5. Lintels (other than lintels supporting veneers);

6. Girders;
7. Load-bearing beams; and
8. Foundation systems and footings.

Examples of components which do not have MSD potential are the following:

1. Non-load-bearing partitions and walls;
2. Wall tile or paper or other wall coverings;
3. Plaster, laths, or drywall;
4. Flooring and sub-flooring materials;
5. Brick, stucco, stone, veneer, or exterior wall sheathing;
6. Any type of exterior siding;
7. Roof shingles, sheathing and tar paper;
8. Heating, ventilating, cooling, plumbing, electrical, and mechanical systems;
9. Appliances and equipment, fixtures; and
10. Doors, trim, cabinets, hardware, insulation, paint and stains.

USHP's obligations under this Agreement shall be limited to those actions that are necessary to restore the load-bearing capacity of the defective load-bearing components.

**Exclusions that apply to the *Structural Components Coverage*: the following are not covered by this Agreement:**

1. Loss or damage which, directly or indirectly, results from or is made worse by the following:
  - a. Soil movement, including subsidence, expansion or lateral movement of the soil which is covered by any other insurance or for which compensation is granted by legislation.
  - b. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
  - c. Structurally attached decks, balconies, patios, porches, porch roofs and porticos.
  - d. Elements of the home which are constructed in a way that is separate from foundation walls or other structural elements of the home like, but not limited to, chimneys and concrete floors of basements and attached garages.

- e. Erosion.
  - f. Any modification or addition to the home, or the property under or around the home, made after the effective date of this Agreement.
  - g. Water in crawlspaces.
  - h. The weight of a waterbed or any other type of furnishing or equipment that exceeds the load-bearing design of the home.
  - i. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the home.
  - j. Improvements not part of the home itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops; decks and balconies; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a heating, ventilating and cooling system, plumbing system or electrical system serving the home, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the home. A breezeway, fence, utility line or similar union between the home and a garage or out building does not cause it to be considered attached.
2. A deficiency which does not result in actual physical damage or loss to the home.
  3. Sound transmission and sound proofing.
  4. Any item not listed as a warranted item in this Agreement. The enumeration of the Exclusions

above is not intended to be exhaustive of the items that are not covered by this Agreement.

### **Claim Reporting Procedures for Structural Components Coverage:**

***If a defect occurs, the Purchaser MUST notify USHP in writing as provided below. USHP must receive a written notice of claim by certified mail, return receipt requested, and postmarked within thirty (30) days after the Expiration Date of the Agreement.***

1. Written notice to USHP of a request for warranty performance must be sent by Certified Mail, Return Receipt Requested, to: USHP, LLC, 5300 Derry Street, Harrisburg, PA 17111-3598, Attention: Service Agreement Department.
2. Your notice to USHP must contain the following information:
  - a. Agreement number and Effective Date.
  - b. Your name, address, and telephone number (including home and work numbers).
  - c. A reasonably specific description of the defect(s).
  - d. Photographs if they would be helpful in describing the defect(s).
3. When a request for warranty performance is filed and the alleged defect cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists and to pay both the cost of the substantiation and the cost of correcting any damage done by such substantiation. If the need is properly substantiated, USHP will reimburse your reasonable expenses in this regard.

4. Within thirty (30) days after USHP receives proper notice of a request for warranty performance, USHP may review and mediate your request by communicating with you or any other individuals or entities who USHP believes possesses relevant information.
5. At any time after USHP receives proper notice of your request for warranty performance, USHP may schedule an inspection of the alleged defect. You must fully cooperate with USHP by providing reasonable access for such inspection and by providing any information requested of you by USHP regarding such defect.
6. The Purchaser assumes all liability for unauthorized repairs and service fees.
7. If after thirty (30) days USHP has not been able to successfully mediate your request, then USHP will notify you that your request has become an unresolved warranty issue.
8. If USHP determines that an unresolved warranty issue exists, either you or USHP may request arbitration. Arbitration is the sole recourse for an unresolved warranty issue. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the Arbitrator are *final and binding* on all parties. Refer to the **Arbitration** section described in the **AmeriGuard Extended Warranty Service Agreement Coverage**.