

When your home needs care, OneGuard has you covered.



## Home Warranty and Service Plans



Winner of the  
**2014 and 2015  
Angie's List  
Super Service Award**

 Serving Homeowners Since 1990

Your guide to understanding OneGuard  
Home Warranty and Service Plans



**GET STARTED TODAY!**

VISIT [OneGuardHW.com](http://OneGuardHW.com) OR CALL **888.896.0014**

# Why do I need a home warranty?

For Peace of Mind and So Much More

We've all been there...  
Just when you least expect it,  
something breaks.

Whether it is the air conditioner in the heat of summer, the oven on Thanksgiving or the water heater on a cold January morning, it is a hassle and an expense. With a home warranty, you reduce the financial risk and remove the hassles and headaches of getting things fixed.

Plus, we all know that the maintenance and upkeep of a home can eat up precious time and money that could be spent doing the things we love. With a OneGuard Home Warranty and Service Plan you get not only traditional home warranty coverage, but also access to skilled technicians who perform a broad array of home maintenance services such as carpet cleaning, window washing, yard maintenance, air conditioner and heating tune-ups, and much more.

You simply request service, pay a nominal service fee, sit back and relax. We dispatch a high quality, OneGuard-certified technician to your doorstep to deal with the problem – *usually within one business day*. You end up with a great looking, well-functioning home along with more time and money to spend on what you enjoy most!

24/7

You can count on us  
to answer your call  
anytime you need us.

**ONEGUARD HOME WARRANTY AND SERVICE PLANS OFFER EVEN MORE.**



## We make move-in a breeze

OneGuard offers a range of unique services to make a move hassle free.

- RE-KEY AND GARAGE REMOTE REPROGRAM
- SECURITY SYSTEM
- UTILITY CONNECTION
- CARPET CLEANING
- WINDOW WASHING
- PEST CONTROL



We make owning and moving into a home easier by providing services specifically customized for a home buyer.

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SUPER SERVICE AWARD

CHECK OUT OUR REVIEWS ON:



ANGIE'S LIST



GOOGLE



YELP!

PROOF WE CARE



AMERICA'S  
FASTEST  
GROWING  
PRIVATE  
COMPANIES

# Why **OneGuard**™ ? HOME WARRANTIES

## HIGHEST SATISFACTION RATINGS IN THE INDUSTRY

- OneGuard is the only home warranty company to consistently maintain an "A" rating on Angie's List—in fact, we're the proud winner of the **2014 and 2015 Angie's List Super Service Award**

## WE COVER MORE - *MUCH MORE*

- Unique coverage tailored to a home buyer including re-key service, utility connection and security systems
- OneGuard Home Warranty and Service Plans cover nearly 50% more items than other comparable home warranties
- No Fault Coverage takes care of things such as undetectable pre-existing rust and corrosion problems, as well as improper maintenance, repairs or installation
- Over 95% of claims are approved

## HELPING YOU TAKE GOOD CARE OF YOUR HOME

- Tune-ups for major home systems
- Maintenance services including window washing, carpet cleaning, lawn care, pest control and many more

## FAST RESPONSE TIME

- You'll get a call back from one of our contractors within 4 business hours of placing your request
- We generally get to your home within one business day

## TRUSTED CONTRACTORS

- Service is provided by high quality contractors trained in the "OneGuard Way"
- Quality is monitored after each service call

# Don't just trust us— see what our customers have to say



## **BRIAN VINSON**

DENTON, TX

"OneGuard has saved us a fortune. The reps on the phone or over the web are very resourceful. We had our water heater go out on a Friday afternoon and were leaving for the beach next Wednesday. OneGuard scheduled a contractor to come out and verify we needed a new hot water heater on a Sunday... no additional fee. They also made sure the plumbing company had our water heater installed before we left on our family trip. My family highly recommends OneGuard."



## **KIMBERLY TRAN**

DALLAS, TX

"I have used many home warranty companies in the past and I must say, OneGuard continues to exceed my expectations in so many ways. They are responsive and prompt to my questions, concerns and so much more. If you ever need to pick a home warranty company, you should try them. Trust me on this."



## **ROB HENKE**

DALLAS, TX

"We are SO GLAD we chose OneGuard. Since we moved into the house, we have used them to get our doors re-keyed, fix an electrical issue in one of the rooms, get all of our preseason tune-ups, and to get our furnace replaced. I would never have done a preseason tune-up had it not been for the warranty. They found that my furnace had rusted through. If we had tried to use the heat, the house could have easily caught fire. We fully intend to renew our policy next year."



We've been  
delivering  
exceptional  
customer service  
to homeowners  
**since 1990.**

**»» When your home needs care,  
OneGuard has you covered.**

**GET STARTED TODAY!**

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# Warranty Plans



	SENTINEL	CENTURION	GUARDIAN	
WARRANTY ITEMS	No Fault Coverage	•	•	•
	Air Conditioning and Heating Systems	•	•	•
	Ductwork	•	•	•
	Plumbing System and Stoppages	•	•	•
	Water Heater	•	•	•
	Electrical System	•	•	•
	Dishwasher	•	•	•
	Range/Oven/Cooktop	•	•	•
	Built-in Microwave	•	•	•
	Garbage Disposal	•	•	•
	Trash Compactor	•	•	•
	Ceiling and Exhaust Fans	•	•	•
	Central Vacuum	•	•	•
	Garage Door Openers	•	•	•
	HVAC Equipment Incompatibility		FIRST YEAR BONUS★	FIRST YEAR BONUS★
Washer/Dryer			•	
Kitchen Refrigerator			•	
Extended Main Line Plumbing			FIRST YEAR BONUS★	
SERVICE ITEMS	Re-Key Service and Garage Remote Re-Program	•	•	•
	A/C and Heating System Tune-Ups	•	•	•
	Termite Treatment	•	•	•
	Pest Control Treatment	•	•	•
	Lawn Pre-Emergent Weed Control	•	•	•
	Lawn Weed Kill Treatment	•	•	•
	Lawn Fertilization	•	•	•
	Carpet Cleaning	•	•	•
	Window Cleaning	•	•	•
	Dryer Vent Cleaning	•	•	•
	Garage Door Opener Tune-up	•	•	•
	Ceiling Fan and Light Fixture Installation	•	•	•
Utility Connection Service	•	•	•	
EXTENDED COVERAGE	Security Alarm Coverage		•	•
	Free Security System		•	•
PREFERRED UPGRADE <i>(see column at right)</i>			•	•
<b>BUYER'S 1-YEAR PLAN</b>		<b>\$399</b>	<b>\$549</b>	<b>\$699</b>
<b>SELLER'S COVERAGE AND BUYER'S PLAN*</b>		<b>\$399</b>	<b>N/A</b>	<b>N/A</b>
<b>4-YEAR (years 2-5) NEW CONSTRUCTION PLAN</b>		<b>\$649</b>	<b>\$849</b>	<b>\$999</b>

\$100 VALUE

## PREFERRED UPGRADE

Adds 30 High-Use Items to Your Coverage

A/C & HEATING SYSTEMS: Registers and grills

PLUMBING: Faucets and shower-heads (up to \$250 per occurrence), whirlpool bath motors, hose bibs, pressure regulators, instant hot water dispensers, indoor sewage ejectors, and toilets of like quality

WATER HEATER: Expansion tanks and problems caused by sediment

ELECTRICAL: Built-in indoor lighting fixtures (up to \$250 per contract), smoke detectors, and doorbells

RANGE/COOKTOP/OVEN: Rotisseries, racks, handles, knobs, dials, and interior lining

COOLING & WARMING DRAWERS: All mechanical parts

DISHWASHER: Racks, rollers, and baskets

MICROWAVE OVEN: Door glass, interior linings, and shelves

GARAGE DOOR: Springs, hinges, and remote transmitters

PERMITS & CODE UPGRADES: OneGuard will pay up to \$250 per occurrence for approved repairs or replacements that require a permit or to correct a code violation when affecting a covered repair or replacement.

REFRIGERANT RECAPTURE & DISPOSAL: OneGuard will pay costs related to the recapture and disposal of refrigerants.

ENHANCED STOPPAGE COVERAGE: OneGuard will pay up to \$250 per contract to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage, or to access drain line from rooftop or toilet drain.

EQUIPMENT DISPOSAL: OneGuard will pay costs related to the removal of covered items in conjunction with the replacement of a system, appliance, or component.

SERVICE CALL FEE \$69

\* If service is required during seller's coverage period, \$200 of the contract fee is due at time of service. Remainder is due at COE. Coverage is for single family residences (including condos, townhomes and manufactured housing) less than 5,000 square feet. For additional square footage, duplex, tri-plex or four-plex pricing, please call 888-896-0014. See contract for specific coverage, exclusions and limitations.



# TEXAS Application

PLAN #

**APPLY NOW: online at OneGuardHW.com or call 888.896.0014**

\* Required Information

### PROPERTY TO BE COVERED

\*ADDRESS \_\_\_\_\_

\*CITY \_\_\_\_\_ \*STATE \_\_\_\_\_ \*ZIP CODE \_\_\_\_\_

SQ. FOOTAGE \_\_\_\_\_ YEAR BUILT \_\_\_\_\_ HEATING  GAS  ELECTRIC

SELLER'S NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

\*BUYER'S NAME \_\_\_\_\_

\*PHONE NUMBER (CELL) \_\_\_\_\_ \*EMAIL \_\_\_\_\_

MAILING ADDRESS (If different from property address) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

### REAL ESTATE AND CLOSING INFORMATION

PLAN INITIATED BY:  SELLER'S AGENT  BUYER'S AGENT

\*INITIATING AGENT NAME \_\_\_\_\_ \*REAL ESTATE COMPANY \_\_\_\_\_

\*PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

\*COOPERATING AGENT NAME \_\_\_\_\_ \*REAL ESTATE COMPANY \_\_\_\_\_

\*PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ESCROW COMPANY \_\_\_\_\_ ESCROW OFFICER \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ESCROW NUMBER \_\_\_\_\_ EST. CLOSING DATE \_\_\_\_\_

### SELECT YOUR COVERAGE

	SENTINEL	CENTURION	GUARDIAN	
<b>BUYER'S 1-YEAR PLAN</b>	<input type="checkbox"/> \$399	<input type="checkbox"/> \$549	<input type="checkbox"/> \$699	<b>← BEST VALUE!</b>
<b>SELLER'S COVERAGE AND BUYER'S PLAN</b>	<input type="checkbox"/> \$399	N/A	N/A	
<b>4-YEAR (years 2-5) NEW CONSTRUCTION PLAN</b>	<input type="checkbox"/> \$649	<input type="checkbox"/> \$849	<input type="checkbox"/> \$999	
<b>OPTIONAL COVERAGE</b>				
PREFERRED UPGRADE	<input type="checkbox"/> \$100	INCLUDED	INCLUDED	
HVAC Equipment Incompatibility Coverage	<input type="checkbox"/> \$90	1ST YEAR BONUS	1ST YEAR BONUS	
Extended Main Line Plumbing	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100	1ST YEAR BONUS	
Washer/Dryer Set	<input type="checkbox"/> \$80	<input type="checkbox"/> \$80	INCLUDED	
Kitchen Refrigerator	<input type="checkbox"/> \$60	<input type="checkbox"/> \$60	INCLUDED	
Add'l Refrigeration Units (per unit - refrigerator, freezer or ice maker)	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	
Sprinkler System and Timer	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	
Built-in Pool/Spa (first set of equipment)	<input type="checkbox"/> \$190	<input type="checkbox"/> \$190	<input type="checkbox"/> \$190	
Salt Water Pool / Spa (first set of equipment)	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375	
Add'l Pool Pump/Water Feature (per unit)	<input type="checkbox"/> \$90	<input type="checkbox"/> \$90	<input type="checkbox"/> \$90	
Water Softener & R/O Water Filtration System	<input type="checkbox"/> \$60	<input type="checkbox"/> \$60	<input type="checkbox"/> \$60	
Guest House	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150	
Septic System	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50	
Well Pump	<input type="checkbox"/> \$80	<input type="checkbox"/> \$80	<input type="checkbox"/> \$80	
<b>TOTAL PLAN FEE</b> .....	\$ _____	\$ _____	\$ _____	

### SELECT A PAYMENT PLAN

PAYMENT METHOD:  ESCROW  CHECK **MAIL TO: 20410 N. 19th Avenue, Suite 200 • Phoenix, AZ 85027**

I DESIRE:  THE HOME WARRANTY COVERAGES LISTED ABOVE.  TO DECLINE THE BENEFITS OF THIS COVERAGE.

**SERVICE CALL FEE \$69**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## A. COVERAGE OVERVIEW

- In accordance with the terms and conditions of this residential service contract (contract), OneGuard Home Warranties will repair or replace contract holder's selected covered items so long as they:
  - Are in good, safe working order and correctly installed at the premises on the effective date of this contract;
  - Become inoperative from normal wear and tear after the effective date of this contract;
  - Are classified by the manufacturer as residential (OneGuard does not cover systems classified as commercial);
  - Are located within the perimeter of the main house foundation or garage (with the exception of items marked with an "\*\*\*");
  - Are not covered by a manufacturer, distributor, builder, extended warranty or homeowner's insurance policy;
  - Are reported during the term of this contract.
- This contract covers single-family residences (including condos, townhomes and manufactured housing) less than 5,000 square feet. Homes over 5,000 square feet, guest homes, duplexes, triplexes and four-plexes are covered if appropriate fee is paid. This contract covers owned or rented residential property, not residences used as businesses.
- This contract only covers items that were installed on the premises on the effective date. Systems or appliances

that were installed after the effective date must be registered with OneGuard to be covered by this contract. Used items installed after the effective date are not covered by this contract unless they were purchased from a reputable retailer and backed by a minimum 90-day warranty.

- Determination of whether to repair or replace will be at the sole discretion of OneGuard. When replacement is required, OneGuard is responsible for installing equipment comparable in features, capacity and efficiency (except as noted under "Limits"). OneGuard is not responsible for matching identical colors, brands and dimensions, or any features that do not contribute to the primary function of the covered system or appliance.
- OneGuard reserves the right to offer cash in lieu of repair or replacement in the amount of OneGuard's actual cost (which is less than retail) to repair or replace any covered item. If OneGuard makes the determination to provide the contract holder cash in lieu of repair or replacement, OneGuard will make payment within 30 days from the time that determination is made. If OneGuard provides cash in lieu of repair or replacement of a covered item, that item will not be covered for future malfunctions until the contract holder has it correctly repaired or replaced by a service professional and delivers to OneGuard any paid invoices evidencing the repairs or replacement.
- Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations, exclusions and provisions specified in this contract.

## B. CONTRACT HOLDER OBLIGATIONS

- Contract holder is responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the Owner's Manual.
- When a failure occurs, turn covered item off, protect it from further damage and call OneGuard at 1-888-896-0014. Should contract holder fail to protect the covered item from further damage, the consequential damage is not covered.

- Contract holder is obligated to provide information relating to the cause, nature and timing of any breakdown. This information may include inspection reports, real estate contracts and repair invoices.

## C. CONTRACT TERM & EFFECTIVE DATES

- Home Seller Customer.** Seller's Coverage contract term begins upon the issuance of a plan number by OneGuard and continues for 180 days, until close of escrow, or upon termination of listing (whichever occurs first). Should home seller submit a claim during Seller's coverage period, \$200 of the plan fee will be due at time of service request in addition to the trade service call fee. The remainder of the plan fee will be due upon close of escrow. In the event that the close of escrow does not occur in the 180-day period, OneGuard may, at its sole discretion, extend the Seller's coverage term. Should OneGuard extend the Seller's coverage term, an extra fee may be charged. Seller's coverage includes items in Section F if selected. Additional optional coverage in Sections G, H and I is not covered during Seller's coverage term.
- First Year Customer**
  - Home Buyer Customer.** Home Buyer Customer contract term begins at close of escrow if the annual fee is

paid in escrow and continues for one (1) year. Annual fee must be received within 30 days from the close of escrow. A Home Buyer Customer purchases a contract in conjunction with a real estate transaction.

- New Construction Customer.** New Construction Customer contract term begins one (1) year from the original close of escrow and continues for four (4) years from that date. Plan fee must be received within 30 days from the close of escrow.
- Renewal Customer.** Renewal Customer contract term begins upon expiration of previous contract term and continues for one (1) year provided that the plan fee is received by OneGuard prior to expiration of current contract. If plan fee is received by OneGuard after expiration, a new one-year Direct-to-Consumer contract term will begin, new plan fee pricing may differ, and the new contract term will begin ten (10) days after receipt of plan fees (See section K - RENEWALS & TRANSFER OF CONTRACT).

## D. REQUESTING SERVICE

- Contract holder, contract holder's agent, or tenant must call 1-888-896-0014 as soon as the problem is discovered and prior to the expiration date for covered work to be performed under this contract.
- OneGuard has the sole right to select and arrange an authorized OneGuard service contractor to perform work covered by this contract. **Only work authorized and arranged by OneGuard is covered by this contract. OneGuard will not reimburse contract holder for service performed by contract holder's own contractor without prior authorization.**
- Service Response Times.**
  - Normal Service.** Under normal circumstances, an authorized OneGuard service contractor will contact contract holder within four (4) business hours (48 hours on weekends/holidays) to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service.

**Emergency Service.** An emergency is defined as a plumbing failure that causes interior flooding, a complete loss of heating or cooling in extreme temperature conditions, a substantial loss of electrical service or any other condition that renders the interior of the home uninhabitable. OneGuard will make all reasonable efforts to expedite emergency service. 24-hour emergency service is only available for interior flooding.

- OneGuard will determine what services constitute an emergency and will make all reasonable efforts to prioritize and expedite emergency service.
- Expediting Normal Service.** OneGuard will accept contract holder's request to expedite non-emergency service only if an authorized OneGuard service contractor is available. If the service contractor agrees to expedite the scheduling of non-emergency service, contract holder will be responsible for additional fees, including overtime pay.

## E. TRADE SERVICE FEE

- For each separate trade item, contract holder is responsible to pay a \$69 service fee. The service fee will be due and payable to OneGuard at the time of scheduled service request. This includes when:
  - A contract holder cancels service request after the service contractor is in route to the contract holder's home;
  - A contract holder fails to provide accessibility necessary to perform the service request;
  - A service contractor's diagnosis results in a partial or complete exclusion of coverage; or
  - OneGuard approves a contract holder's request for a second opinion.
- Repairs are guaranteed for 30 days. Should failure of that item occur within 30 days, another fee will not be charged.

- Failure to pay service fees could result in suspension or cancellation of this contract.

- OneGuard reserves the right to obtain a second opinion at OneGuard's expense. In the event that OneGuard informs contract holder the malfunction is not covered, contract holder has the right to request a second opinion of the cause of the malfunction. Contract holder must ask OneGuard for a second opinion from another OneGuard service contractor within seven (7) days from the time OneGuard informed contract holder the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, contract holder will not owe an additional service fee. If contract holder requests a second opinion, contract holder will be responsible for the payment of an additional service fee only if the outcome of the second opinion is the same as the initial opinion.

## F. SENTINEL PLAN

### 1. AIR CONDITIONING & HEATING SYSTEM

**Note:** This contract covers air conditioning and heating systems with a capacity not exceeding five (5) tons per unit.

**Covered:** Electric central air conditioning systems, gas or electric central heating systems, heat pumps and mechanical parts thereof including: condenser\*, evaporative coil, air handler and detached drain lines, ducted electric wall air conditioners, metering device (evaporative coil piston and thermal expansion valve), leaks in accessible refrigerant lines, evaporative coolers, baseboard heaters and radiators.

**Not Covered:** Window units, portable units, chiller systems and chiller components, boiler systems, solar heating, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, standard or electronic filters, electronic air cleaners, computerized HVAC management systems or zone controllers, flues and vents, transitions, roof jacks or stands, maintenance, cleaning, problems caused by dirty and/or clogged coils, condenser casings, deionizers, registers, grills, pre-coolers, non-ducted wall units, condensate pans, condensate line stoppages, supply lines and valves external to unit, pads or pad frames, automatic or manual dampers, refrigerant recapture and disposal, air conditioning with improperly sized systems and structural modifications required in connection with any covered repair.

**Limits:** \$1,500 maximum for diagnosis, repair or replacement of glycol, hydronic, geothermal, steam or water source heating systems.

### 2. DUCTWORK

**Covered:** Breaks in ductwork from the attachment to the heating and cooling unit transition to the attachment to registers and grills.

**Not Covered:** Insulation, vapor barrier, dampers and damper controls, improperly sized ductwork, efficiency problems and legally mandated diagnostic testing of ductwork when replacing heating or cooling equipment.

**Limits:** \$500 maximum per contract period for access, diagnosis, repair and/or replacement of ductwork that is behind, beneath or contained in any wall, ceiling, floor or concrete encasing. Surface will be restored to rough finish only.

### 3. A/C & HEATING SYSTEM TUNE-UPS

**Note:** For the applicable service fee each season, OneGuard will perform one (1) A/C Pre-Season Tune-up between February and April and one (1) Heating System Pre-Season Tune-up between October and November. Service fee for tune-ups must be secured by a credit card at the time of service request. If contractor finds a covered problem, an additional service fee will be due at the time the repair is made.

**Covered:** OneGuard will calibrate thermostat, test temperature split, check refrigerant levels and system pressures, perform amp draw on condenser motor, evaporator motor and compressor, rinse condenser coils, check contactors, check condensate lines, clean or replace filters (owner supplied), clean and tighten electrical connections, test capacitors and check heat operations, inspect pilot system, test safety switches, test limit switches and clean burners.

**Not Covered:** Filters, clearing of condensate line stoppages, recharging of refrigerant, evaporator/indoor coil cleaning including acid cleaning, cleaning or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (filters must be replaced monthly).

**Limits:** Tune-ups are covered for one (1) unit. Contract holder will be responsible to pay \$30 for each additional unit.

### 4. PLUMBING SYSTEM & STOPPAGES

**Covered:** Leaks or breaks in water, gas, drain, sewer or vent lines that are located within the perimeter of the main house foundation, basket strainers, toilet bowls and tanks, wax seals, mechanisms, valves in tub and shower, diverter, angle stop and gate valve, built-in interior sump pump, circulating hot water pump and clearing of stoppages in sewer lines through accessible ground-level clean out.

**Not Covered:** Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside of the home's main foundation; lines broken, infiltrated or stopped by roots or foreign objects even



within the home's main foundation; tub or shower unit, shower/tub strainers, pan or enclosure, toilet lids/seats, sinks, faucets, showerheads, shower arms, whirlpool bath motor and pump assembly, grouting/caulking, bidets, instant hot water dispenser, plumbing for solar systems, septic tanks and ejector pump, pressure regulators, high or low water pressure, water softener equipment, water filters or conditioning equipment, storage or holding tanks, steam rooms or saunas, sounds caused by heating or flowing water, inadequate plumbing capacity, flow restrictions in water supply lines, icemaker water lines, fire suppression systems, sprinkler systems, stoppages that cannot be cleared with cable, access to sewer or drain lines from vent (roofline line clearing), costs to locate, access or install a ground-level clean out, hydrojetting and hose bibs.

**Limits:** \$500 maximum per plan for diagnosis, repair or replacement for leaks in water, drain, gas or polybutylene piping that is underground or obstructed by concrete or any other solid surface. OneGuard will only provide access to plumbing systems through unobstructed walls, ceilings and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, OneGuard will restore access openings to a "rough" finish only (consequential damage is covered by homeowners insurance). Toilet bowls and tanks replaced with builder's standard.

#### 5. WATER HEATERS

**Covered:** Gas or electric water heaters including tankless water heaters, thermostat assembly parts and components, heating elements, burner assembly, gas valve, drain valve, relief valve and circulating pump (non-solar-systems).

**Not Covered:** Solar water heater and associated components and plumbing, vents and flues, storage or expansion tanks, noise caused by sediment, drip pans, heating/water heater combination units, multi-valve manifolds and water heater heat pump attachment.

**Limits:** Coverage applies to residential water heaters not exceeding 80 gallons.

#### 6. ELECTRICAL SYSTEM

**Covered:** Wiring, conduit, outlets, switches, panels and subpanels that are attached to home, circuit breakers, fuses, GFI circuit breakers and/or junction boxes.

**Not Covered:** Fixtures, inadequate wiring capacity, doorbells, intercoms, power failure or surge, audio/video/computer/intercom/alarm or security wiring or cable, sensors, direct current (D.C.) wiring and components, low voltage or timed circuits including wiring and relays, light bulbs, ballasts and system controllers.

#### 7. DISHWASHER

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Racks, rollers, baskets and hinges.

#### 8. RANGE/OVEN/COOKTOP

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Racks, knobs, handles, shelves, detachable accessories, magnetic induction units, door glass or glass tops, hinges, springs, light bulbs, clock and oven timer; sensi-heat burners will be replaced with standard burners.

**Limits:** Maximum for diagnosis, repair or replacement of range/oven/cooktop is \$2,000.

#### 9. BUILT-IN MICROWAVE

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Door glass, interior linings, shelves, detachable accessories and countertop or portable units.

#### 10. GARBAGE DISPOSAL

**Covered:** All parts and components included.

#### 11. TRASH COMPACTOR

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Removable buckets and lock/key assemblies.

#### 12. CEILING & EXHAUST FANS

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Attic fans, whole-house fans, light kits, remote controls and heaters.

**Limits:** Ceiling fans replaced with builder's standard when necessary. Ceiling fans that are higher than 12 feet from the ground will result in an additional fee.

#### 13. CENTRAL VACUUM

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Hoses, clogged pipes, removable attachments and accessories.

#### 14. GARAGE DOOR OPENER

**Covered:** Wiring, receiver, switches, capacitor, motor, rail/trolley assembly, push arm and carriage.

**Not Covered:** Doors, springs, hinges, adjustments, light bulbs, remote transmitters, track assembly and non-compliance with current safety standards.

#### 15. RE-KEY SERVICE & GARAGE DOOR REMOTE RE-PROGRAM

**Covered:** For the applicable service fee, OneGuard will provide re-programming of two (2) garage remotes, re-key up to six (6) key holes (including deadbolts) and provide four (4) copies of the key.

**Not Covered:** Homelink or other car remote re-programming, re-programming of garage door openers that are higher than 12 feet from ground, exterior keypad re-programming, lock picking, lock-out service or new lock sets. The contract holder will incur extra fees for these items.

#### 16. TERMITE TREATMENT

**Covered:** For the applicable service fee, OneGuard will provide a Termidor® spot treatment of an existing or pre-existing infestation of subterranean termites.

**Not Covered:** Fungus and wood-destroying organisms other than subterranean termites and carpenter ants. Repair of past, existing, or future damage to the property caused by any wood destroying insect or organism and correction of conducive conditions are not covered.

**Limits:** All termite treatments covered by this contract will be "spot" treatments as defined by the Texas Structural Pest Control Service. Spots treated for termites are guaranteed until expiration of this contract. Any additional "spots" of termite infestation will require an additional service fee.

#### 17. PEST CONTROL TREATMENT

**Note:** Pest control treatments will be performed by a pest control company licensed by the state of Texas.

**Covered:** For the applicable service fee, OneGuard will provide a pest control treatment of ants, carpenter ants, roaches, crickets, spiders, ground beetles, earwigs, silverfish, millipedes, centipedes, pillbugs, sowbugs, clover mites; and treatment for mice. Additionally, OneGuard will provide limited extermination treatment for rodents by placing up to five (5) traps or two (2) bait stations.

**Not Covered:** Treatment of infested areas outside the perimeter of the main house foundation, bed bugs, flying insects, ticks, fleas, German Roach infestations, rats and any pests not listed above.

**Limits:** Limited rodent extermination treatment does not cover a return trip for removal and/or disposal of traps or bait stations - an additional service fee is required for a return trip. Additional fees will also be required for any rodent infestation that requires more than five (5) traps or two (2) bait stations.

#### 18. LAWN PRE-EMERGENT WEED CONTROL

**Covered:** For the applicable service fee each season, OneGuard will perform one (1) spring pre-emergent weed control treatment for the entire lawn between January and April and one (1) fall pre-emergent weed control treatment for the entire lawn between August and November. This weed control treatment will eradicate existing broadleaf and grassy weeds. While this treatment may prevent weed seeds from germinating for up to six (6) months, OneGuard will guarantee that covered weeds will not reappear for a period of thirty (30) days. Should covered weeds reappear within thirty (30) days from the date of treatment, OneGuard will re-treat and eradicate the re-appearing weeds for no additional service fee.

**Not Covered:** Any landscaped areas other than the lawn, lawn pest control, tree and shrub seedlings, Dallisgrass, Nut Sedge and Poa Annua.

**Limits:** Normal lawn trimming and maintenance is a pre-requisite standard for equitable servicing of this covered service. Lawns that are not trimmed or maintained on a regular basis may require an additional fee for this lawn weed control service. This treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

#### 19. LAWN WEED KILL TREATMENT

**Covered:** For the applicable service fee, OneGuard will spot treat and eradicate any existing lawn weeds from May until August. While this post-emergent Weed Kill Treatment will kill existing weeds, it WILL NOT prevent weed seeds from germinating. Any treatment of new weed growth will require an additional service fee for this covered service.

**Not Covered:** Prevention of new weed growth, tree and shrub seedlings, Dallisgrass, Nutsedge, Poa Annua, Any landscaped areas other than the lawn and lawn pest control.

**Limits:** This post-emergent lawn weed treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

#### 20. LAWN FERTILIZATION SERVICE

**Covered:** For the applicable service fee, OneGuard will perform one lawn fertilization treatment (from March 1st until September 30th) to green up contract holder's lawn by supplying the necessary nutrients to keep the lawn healthy and thick for up to ten (10) weeks.

**Not Covered:** Treatment for new lawns, tree and shrub fertilization and lawn pest control.

**Limits:** This treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

#### 21. CARPET CLEANING SERVICE

**Covered:** For the applicable service fee, OneGuard will provide one (1) carpet cleaning service per plan of general soiling in up to three (3) rooms or no more than 600 square feet. For more extensive carpet or upholstery cleaning, contract holder will be charged additional fees at discounted rates.

**Not Covered:** Old/permanent stain removal, pet urine and/or feces stains, red stain removal, pre-existing visible carpet damage and any stain that requires enzyme treatments.

**Note:** This service may only be utilized once in a 90 day period. Additional floor cleaning services are available for an additional fee including: additional carpet cleaning over three (3) rooms or 600 square feet, tile and grout cleaning, upholstery cleaning, deodorizing treatments, enzyme stain removal treatments and more.

#### 22. WINDOW CLEANING SERVICE

**Covered:** For the applicable service fee, OneGuard will clean up to 15 exterior ground-level windows. Additional fees will be charged for additional exterior windows and/or second story windows.

**Not Covered:** Hard water stain removal, paint overspray removal, screen cleaning, screen repairs, and interior windows. Additional fees apply for these services.

#### 23. DRYER VENT CLEANING SERVICE

**Note:** This service is intended for single family dwellings. This service may require an additional fee for condos in a high-rise multi-family dwelling.

**Covered:** For the applicable service fee, OneGuard will roto-clean one (1) dryer vent.

**Not Covered:** Maintenance or cleaning service on dryer unit.

#### 24. GARAGE DOOR OPENER TUNE-UP SERVICE

**Covered:** For the applicable service fee, OneGuard will provide a safety inspection and tune-up service for up to two (2) garage door openers. Service includes an inspection and any necessary adjustments for garage door safety sensors, adjustment of door springs, clean and lube rollers and hinges, and clean and tighten electrical connections.

**Not Covered:** This service does not cover necessary repairs. An additional service fee will be charged for repairs of covered items.

**Limits:** This service is limited to a safety inspection and tune-up maintenance of a maximum of two (2) garage door openers. An additional fee will be charged on each garage door opener in excess of two (2). An additional fee may also be charged for garage door openers that are installed on ceilings that exceed 12 feet.

#### 25. CEILING FAN & LIGHT FIXTURE INSTALLATION

**Covered:** For the applicable service fee, OneGuard will make one (1) visit to the property to install one (1) new ceiling fan or new light fixture, provided by the contract holder, to a prewired j-box on a wall or ceiling up to 12 feet high. An additional service fee will be charged for the installation of each additional ceiling fan or light fixture.

#### 26. NO FAULT COVERAGE

**Covered:** This contract covers breakdowns caused by unknown defects and conditions that predate the effective date of this contract such as 1) insufficiently maintained systems, 2) rust or corrosion, 3) mismatched systems, and 4) improper installation or repair so long as the mechanical failure was not known, was not caused by the current contract holder, and would not have been detectable by a state certified home inspection or a visual inspection and simple mechanical test. A visual inspection is an observation of the covered item to verify that it is structurally intact, without missing parts, and without damage or conditions that could cause imminent failure (i.e. corrosion, sediment build-up, mechanical damage, etc.). A simple mechanical test consists of operating the covered item and performing simple diagnostic tests to ensure that it operates properly and without irregular sounds, smoke, or other abnormal outcomes. A home inspection qualifies as a visual inspection and simple mechanical test.

**Note:** The No Fault Coverage is intended to cover unknown pre-existing conditions caused by the previous owner. For purposes of determining whether a breakdown was caused by an unknown pre-existing condition, OneGuard will accept a licensed contractor's written diagnosis or a state-certified home inspection as proof that the problem was unknown so long as the inspection was performed within 60 days of the effective date and so long as the contractor/inspector uses industry standard diagnosis guidelines. For example, HVAC industry standards suggest that a properly functioning A/C system should have a temperature differential split between 16 degrees and 22 degrees. A temperature split differential higher or lower than that standard should not be considered to be in "working condition" in the contractor's/inspector's written report. This coverage is not intended to take responsibility for normal maintenance and proper use of appliances and equipment by the contract holder. The contract holder must have all known pre-existing defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract. This coverage also does not cover undersized systems.

## G. CENTURION PLAN

Centurion Plan covers all covered items in the Sentinel Plan (Section F) plus the following:

### 1. SECURITY ALARM COVERAGE

**Covered:** All mechanical parts and components that affect the operation, except:

**Not Covered:** Batteries/battery back-up, cellular, radio or IP communicators, video cameras, video monitors, fire alarm systems and carbon monoxide sensors.

**Limits:** \$300 maximum per plan for diagnosis, repair or replacement of security system or components.

**Note:** Homes without a security system or with outdated equipment are eligible for a Free Security System (OAC) when contract holder agrees to monthly monitoring.

2. PREFERRED UPGRADE (see I.1 for specific details and coverage)

3. HVAC EQUIPMENT INCOMPATIBILITY COVERAGE (see I.2 for specific details and coverage)

## H. GUARDIAN PLAN

Guardian Plan covers all covered items in the Centurion Plan (Section G) plus the following:

1. KITCHEN REFRIGERATOR (see I.4 for specific details and coverage)

2. WASHER & DRYER (see I.6 for specific details and coverage)

3. EXTENDED MAIN LINE PLUMBING (see I.7 for specific details and coverage)

## I. OPTIONAL COVERAGE

### 1. PREFERRED UPGRADE - \$100/year

**Covered:** A/C & Heating Systems: Registers, grills – **Plumbing:** Faucets and showerheads (up to \$250 per occurrence), whirlpool bath motors and pump assembly, hose bibs\*, pressure regulators\*, instant hot water dispensers, indoor sewage ejectors and toilets of like quality – **Water Heater:** Expansion tanks and problems caused by sediment – **Electrical:** Smoke detectors, doorbells and OneGuard will pay up to \$250 per contract to repair or replace indoor built-in lighting fixtures – **Range/Cooktop/Oven:** Rotisseries, racks, handles, knobs, dials and interior lining – **Warming & Cooling Drawers:** All parts and components that affect the mechanical operation – **Dishwasher:** Racks, rollers and baskets. – **Microwave Oven:** Door glass, interior linings and shelves – **Garage Door:** Springs, hinges and remote transmitters – **Permits & Code Upgrades:** OneGuard will pay up to \$250 per occurrence for approved repairs or replacements that require a permit or to correct a code violation when affecting a covered repair or replacement. – **Refrigerant Recapture and Reclamation:** OneGuard will pay costs related to recapture, reclamation and disposal of refrigerants. – **Enhanced Stoppage Coverage:** OneGuard will pay up to \$250 per contract to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage or to access drain line from rooftop or toilet drain. – **Equipment Disposal:** OneGuard will pay costs related to the removal of covered items in conjunction with the replacement of a system, appliance or component.

### 2. HVAC EQUIPMENT INCOMPATIBILITY PROTECTION - \$90/year

**Note:** The Federal Government is mandating the phase out of R-22 refrigerant (Freon) because of its ozone-depleting properties (see phaseoutfacts.org for more details). In addition, the Federal Government has increased the minimum efficiency standard of air conditioning equipment from 13 SEER to 14 SEER. As a result of these two federal mandates, it is anticipated that air conditioning manufacturers will stop producing air conditioning systems that utilize R-22 refrigerant on January 1, 2015. In its place, manufacturers are producing air conditioning systems that utilize a non-ozone depleting refrigerant called R-410a (Puron) for residential applications. The phase-out of R-22 refrigerant and R-22 air conditioning equipment will have a significant financial impact for homeowners who have R-22 air conditioning systems. If an R-22 condenser or air handler must be replaced, it must be replaced with R-410a air conditioning equipment or components. This will cause existing R-22 air conditioning equipment to become incompatible with any new replacement equipment unless the existing equipment is upgraded. This coverage is meant to cover those upgrade costs due to incompatibility when OneGuard replaces an R-22 condenser or air handler. The retail cost of upgrading an air handler or condenser is over \$2,500.

**Covered:** When OneGuard replaces an R-22 condenser or air handler, if any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards and efficiency standards (13 SEER to 14 SEER), OneGuard will upgrade the existing covered air conditioning equipment to maintain compatibility and to meet the new federal standards.

**Not Covered:** Plenum, transition or structural modifications.

### 3. SPRINKLER SYSTEM & TIMER - \$50/year

**Covered:** Leaks and breaks of PVC lines (unless caused by freezing), sprinkler heads and bubbler heads, timers, gate valves, shut off valves, solenoid and other remotely activated control valves.

**Not Covered:** Hydraulic systems, electrical wiring not U.L. rated for underground use, backflow prevention devices, pressure reducers, rain sensors, sprinkler heads with problems caused by abnormal wear and tear such as but not limited to lawn mower damage and pet damage, timer batteries, damage to lines by roots, adjustments or cleaning. Sprinkler lines behind or beneath concrete/paved surface are not covered.

**Limits:** Sprinkler heads and system timer is replaced with builder's standard when necessary. Covers systems with six (6) valves or less. Systems with more than six (6) valves require an additional fee.

### 4. KITCHEN REFRIGERATOR - \$60/year

**Note:** This coverage is for one (1) kitchen refrigerator.

**Covered:** All mechanical parts and components that affect the operation of a kitchen refrigerator including the ice maker and ice/water dispenser except:

**Not Covered:** Any removable equipment, shelves, racks, drawers, ice crusher, hinges, light bulbs, food spoilage, interior thermal shell, insulation, multi-media centers and filters.

**Limits:** Maximum for diagnosis, repair or replacement of a kitchen refrigerator is \$2,500.

### 5. ADDITIONAL FREESTANDING REFRIGERATION UNITS - \$50/year per Unit

**Note:** Coverage is for one (1) freestanding refrigeration unit. A refrigeration unit is defined as a freestanding refrigerator, freezer, ice maker or wet bar refrigerator. Additional option fee is required for each additional refrigeration unit that contract holder desires to be covered by this contract. Unless a refrigerator is rated for garage use, OneGuard only covers refrigerators in climate controlled areas.

**Covered:** All mechanical parts and components that affect the operation of a freestanding refrigeration unit except: **Not Covered:** Dual compressor refrigeration units, any removable equipment, shelves, racks, drawers, ice/water dispenser, ice crusher, hinges, light bulbs, food spoilage, interior thermal shell, insulation, filters and filter housing.

**Limits:** \$1,000 maximum per covered item for diagnosis, repair or replacement of additional freestanding refrigerators, freezers or ice makers.

### 6. WASHER & DRYER - \$80/year per set

**Note:** Contract fee is for one set. Additional fee is required for coverage of an additional Washer and Dryer.

**Covered:** All mechanical parts and components that affect the operation of a Washer and Dryer, except:

**Not Covered:** Dispensers, plastic mini-tubs, lint or filter screens, venting, hinges, dials and knobs.

### 7. EXTENDED MAIN LINE PLUMBING - \$100/year

**Covered:** Shut-off valves, and underground pipe leaks caused by normal wear-and-tear and located outside the foundation of the main home including water, drain and gas lines that service the covered structure.

**Not Covered:** Sprinkler systems, pool/spa plumbing, downspout or landscape drain lines, outside/underground piping for water source heat pump, consequential or secondary damage and damage caused by roots.

**Limits:** \$1,000 maximum per contract for diagnosis, repair, or replacement. OneGuard will only provide access to underground plumbing lines if they are unobstructed by concrete, paved surfaces, pavers, trees, shrubs, rocks and other landscaping. OneGuard is not responsible to restore concrete/paved surfaces or landscaping disrupted as a result of accessing and closing access to underground plumbing.

### 8. BUILT-IN POOL/SPA EQUIPMENT - \$190/year SALT WATER POOL/SPA EQUIPMENT - \$375/year

**Covered:** Both the built-in pool and spa equipment are covered if they use common equipment. If they have separate pump and filtration systems, then only one or the other is covered unless additional fee is paid. Coverage applies to the primary pump, primary filter, primary pump timer, primary heater, blower, gaskets, seals, back flush valves, 2 & 3-way valves, switches, relays, above ground plumbing and electrical that are associated with primary pump and filter. When Salt Water Pool Equipment coverage is selected and premium is paid, salt water cell and circuit board are also covered.

**Not Covered:** Any item not listed above such as but not limited to fill lines and fill valves, grids, diatomaceous earth, sand, cartridge elements, fountains and other water features (unless Add'l Pool Pump/Water Feature coverage is selected and paid), heat pumps, computerized control boards and related equipment, booster pumps and water feature pumps (unless the Add'l Pool Pump/Water Feature option is selected and paid), problems caused by lack of maintenance or abnormal wear-and-tear, liners, structural defects, lights, solar equipment, tile or plaster, inaccessible components and built-in and in-pool cleaning equipment such as but not limited to salt system chlorinators (unless the Salt Water Pool/Spa Equipment option is selected and paid), ionizers, pool sweeps, jets, pop-up heads, actuator valves (turbo valves), skimmers and above ground pools and spas.

**Limits:** \$1,000 maximum for diagnosis, repair or replacement of pool/spa heater.

### 9. ADD'L POOL PUMP/WATER FEATURE - \$90/year/pump

**Note:** Contract option fee is required for each additional pump. Built-In Pool/Spa Equipment or Salt Water Pool/Spa Equipment option must be selected before this option can be purchased.

**Covered:** This option provides coverage for one additional booster pump associated with pool/spa water features or in-pool cleaning systems. Multiple options must be selected to cover multiple pumps.

### 10. WATER SOFTENER & REVERSE OSMOSIS FILTRATION SYSTEM - \$60/year

**Covered:** All mechanical parts and components of the Water Softener/Reverse Osmosis Water Filtration System (for drinking water) except:

**Not Covered:** Cleaning, leased/rented equipment, whole-house water conditioning and purification systems, odor control systems, iron filtration systems, salt, discharge drywells, resin bed, problems caused by sediment or mineral deposits, filters and filter components, and replacement membranes.

**Limits:** \$500 maximum per plan for diagnosis, repair or replacement of reverse osmosis filtration systems and water softener or components.

### 11. SEPTIC SYSTEM - \$50/year

**Covered:** Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house.

**Not Covered:** Seepage pits, tile fields and leach beds, leach lines, lateral lines, cost of locating or gaining access to covered items, chemical treatments, insufficient capacity, clean out and pumping.

**Limits:** \$500 maximum per contract for the diagnosis, repair or replacement.

### 12. WELL PUMP - \$80/year

**Covered:** Well pump utilized as main water source to the dwelling.

**Not Covered:** Piping and electrical lines including wiring from control box to the pump, well casing, storage or pressure tank, pressure switches, capacitors or relays, re-drilling of wells, booster pumps, well pump for geothermal or water source heat pumps and access to repair well pump system.

**Limits:** \$500 maximum per contract for the diagnosis, repair or replacement.

### 13. GUEST HOUSE - \$150/year

**Covered:** Extends coverage to contract holder's detached guest house for air conditioning and heating system, A/C and heating system tune-ups, plumbing system, water heater, electrical system, dishwasher, oven/range/cooktop, built-in microwave, garbage disposal, and ceiling and exhaust fans.

**Not Covered:** Washer, dryer and refrigerator (additional premium is required to cover washer, dryer, refrigerator or any other optional coverage items).

## COVERAGE LIMITS — QUICK GLANCE

	\$ LIMIT
• Glycol, Hydronic, Geothermal, Water Sourced, & Radiant HVAC Systems	\$1,500
• Ductwork	\$ 500
• Concrete Encased / Underground Plumbing Leaks	\$ 500
• Faucets and Shower-heads	\$ 250
• Security Systems	\$ 300
• Range/Oven/Cooktop	\$2,000

## OPTIONAL COVERAGE LIMITS

	\$ LIMIT
• Kitchen Refrigerator	\$2,500
• Additional Freestanding Refrigerators, Freezers, Ice-Makers	\$1,000
• Pool/Spa Heater	\$1,000
• Extended Mainline Plumbing	\$1,000
• Water Softener & R/O Filtration System	\$ 500
• Septic System	\$ 500
• Well Pump	\$ 500

## J. LIMITATIONS OF LIABILITY

This contract is intended to cover the costs to repair or replace contract holder's covered home systems and appliances when they fail due to normal wear-and-tear; however, coverage is not all inclusive. There may be situations in which contract holder will be responsible to pay additional costs for parts or services not covered by this contract. In those cases, OneGuard will work with contract holder to determine the best course of action to reasonably minimize out-of-pocket-costs.

### 1. General Exclusions. This contract does not cover:

- a. Known defects that existed on or before the effective date. The contract holder must have all known pre-existing breakdowns and defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract.
- b. Unknown, undetectable pre-existing defects are not covered except as detailed in the NO FAULT COVERAGE section (F26).
- c. Routine maintenance of appliances and equipment. Contract holder is responsible for maintenance and cleaning of covered items as specified by the manufacturer.
- d. With the exception of coverage granted by the NO FAULT COVERAGE, failure of parts or components caused by the lack of manufacturer recommended maintenance of this contract is not covered.
- e. Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
  - (1) Misuse, abuse or improper usage;
  - (2) Lack of capacity or insufficient or undersized systems or components;
  - (3) Improper previous repairs or modifications;
  - (4) Missing parts, components or equipment;
  - (5) Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mud slides, soil movement, other acts of nature, accidents or any other risk covered by homeowner's insurance;
  - (6) Manufacturer or builder defects;
  - (7) Chemical, soap or sedimentary build-up (except water heaters); or
  - (8) Pest or pet damage.
- f. Secondary, consequential or incidental damages resulting from the malfunction of any covered item such as but not limited to food spoilage, loss of income, utility bills, additional living expenses or the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting.
- g. Repair or remediation of cosmetic defects.
- h. Repair, replacement, installation or modification of any covered item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall or determination of defect.
- i. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.
- j. Systems or appliances classified by the manufacturer as commercial.

### 2. Access Limitations:

- a. As noted under "Limits", OneGuard is not responsible for providing access or closing access to covered items.
- b. OneGuard is not responsible for costs of restoration of any wall or floor covering, cabinets, countertops, tile, stone, brick, paint or the like.

### 3. General Limitations of Liability:

- a. Except for coverage provided by the Preferred Upgrade, OneGuard is not responsible for any additional work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, to meet current building or zoning code requirements or correct for code violations.
- b. Except for coverage provided by the Preferred Upgrade, OneGuard is not responsible for fees associated with:
  - (1) Legally required permits
  - (2) Recapture of refrigerants
  - (3) Disposal of old covered equipment
- c. OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
- d. OneGuard is not responsible or liable for performing service or paying remediation costs, involving toxic or hazardous substances or problems caused by pathogenic organisms including but not limited to mold, mildew, fungi, spores, bacteria, virus, yeast and mycotoxins.
- e. OneGuard is not responsible for upgrades, components or parts required due to the incompatibility of the existing equipment with the replacement system, appliance, component or part thereof or new type of material or chemical utilized to run the replacement equipment including but not limited to differences in technology, refrigerant requirements or efficiency as mandated by federal, state or local governments.
- f. OneGuard is not responsible for costs of construction, carpentry or structural modifications necessary to effect repair or replacement of covered items.
- g. OneGuard is not responsible or liable for the costs of testing required by statute or regulation associated with the repair or replacement of covered items or components.
- h. This contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
- i. OneGuard is not liable for failure to provide timely service due to conditions beyond its control including, but not limited to, delays in obtaining parts or equipment and labor difficulties.
- j. Systems and appliances that are installed at the premises any time after the effective date of this contract are not covered unless OneGuard agrees to provide coverage for such item.

## K. RENEWALS & TRANSFER OF CONTRACT

1. This contract is renewable, subject to OneGuard approval. Renewal is effective only upon issuance of a new contract.
2. If contract holder selects the monthly payment option and OneGuard elects to renew the contract, OneGuard will notify contract holder of applicable rate and terms of renewal at minimum 45 days prior to expiration of the current contract and contract will automatically be renewed for an annual coverage period unless contract holder notifies OneGuard in writing 30 days prior to the expiration of the contract. Contract holder's first payment for the next contract will be construed as authorization for another 12-month contract.
3. This contract is transferable if the covered property is sold during the term of this contract. The contract owner must notify OneGuard, in writing, of the change in ownership and submit the name of the new owner to transfer coverage.

## L. CANCELLATION

1. This contract shall be cancellable by the contract holder at any time. This contract shall be non-cancellable by OneGuard, except for:
  - a. Non-payment of plan fees,
  - b. Fraud or misrepresentation of facts material to the issuance of this contract,
  - c. Upon mutual agreement between contract holder and OneGuard;
  - d. When the contract is for Seller's Coverage and close of escrow does not occur within 180 days from the effective date, or
  - e. If contract holder harasses, harms or threatens the safety or well-being of any employee of OneGuard, a OneGuard service provider or any property of OneGuard or of the service provider.
2. In the event that a Home Seller's contract expires or is cancelled prior to the close of the home sale, the contract holder will be entitled to a pro-rata refund (calculated on a 180-day basis) of the paid plan fee for the unexpired term less (a) any unpaid service fees, (b) any service costs incurred, (c) any inspection costs incurred, and (d) a \$50 administration fee. Cancellation of this contract must be in writing.
3. In the event that a Home Buyer's or a Renewal Customer's contract is cancelled any time after the effective date, the contract holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less (a) any unpaid service fees, (b) any service costs incurred, and (c) a \$50 administration fee. Cancellation of this contract must be in writing.

## M. MANDATORY ARBITRATION

OneGuard and the contract holder will attempt in good faith to resolve any controversy or dispute arising out of or relating to this contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the contract or the parties' relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

## N. MISCELLANEOUS

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, 1-512-936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

SIGNATURE



OneGuardHW.com – 888.896.0014

# Why OneGuard?



Consistently maintains  
an "A" Rating on  
**Angle's List**

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**Repairs done right—**  
if we can't fix it,  
we replace it

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Claim approval of  
**over 95%**

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Only OneGuard covers  
a broad array of **home  
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