

COVERAGE PLANS

STANDARD COVERAGE Homes under 5,000 sq. ft.

(Call for Prices on homes over 5,000 square feet and guest houses. 866-993-2301)

Standard One-Year Coverage

Plus \$75.00 service call fee, as applicable.

	per month
Single Family Home (without A/C)	\$32.00
Condo/Townhome/ Mobile Home (without A/C)	\$29.00
New Construction (Years 2-6)	\$38.00
Duplex (without A/C)	\$44.00
Triplex (without A/C)	\$52.00
Fourplex (without A/C)	\$69.00

ADVANTAGE PLAN

Plus \$75.00 service call fee, as applicable.

(Standard Plan + Central Air Conditioning Option + Advantage Option)	per month
Single Family Home (with A/C)	\$42.00
Single Family Home (without A/C)	\$39.00
Condo/Townhome/Mobile Home (with A/C)	\$38.00
Condo/Townhome/Mobile Home (without A/C)	\$35.00
New Construction (Years 2-6)	\$48.00
Duplex (with A/C)	\$57.00
Triplex (with A/C)	\$76.00
Fourplex (with A/C)	\$102.00

TOTAL PROTECTION PLAN

Plus \$75.00 service call fee, as applicable.

(Standard Plan + Central A/C + Advantage Option + Total Protection Coverage)	per month
Single Family Home (with A/C)	\$50.00
Single Family Home (without A/C)	\$48.00
Condo/Townhome/Mobile Home (with A/C)	\$48.00
Condo/Townhome/Mobile Home (without A/C)	\$45.00
Duplex (with A/C)	\$71.00
Triplex (with A/C)	\$93.00
Fourplex (with A/C)	\$119.00

OPTIONAL COVERAGE

(To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For Example A/C Option on Triplex = 3 x \$70 = \$210) **per month**

Central Air Conditioning	\$6.00
Swimming Pool/Spa Equipment/Salt Water Circuit Board and Cell (No additional charge if separate equipment)	\$14.00
Solar Pool/Spa Equipment (only available with Pool/Spa Equipment Coverage)	\$21.00
Solar Hot Water System	\$21.00
Water Softener/Reverse Osmosis Water Filtration System	\$6.00
Ornamental Fountain (Per Fountain)	\$6.00
Clothes Washer and Dryer	\$7.00
Kitchen Refrigerator	\$4.00
Kitchen Refrigerator, Washer and Dryer (Ownership of the Kitchen Refrigerator, Washer/ Dryer and Additional Refrigeration Units must be transferred from seller to buyer for coverage.)	\$8.00
Additional Refrigeration Units (only available when Kitchen Refrigerator option is purchased)	\$3.00
Well Pump	\$8.00
Booster Pump	\$6.00
Septic Tank Pumping Option	\$3.00
Sewage Ejector Pump	\$2.00
Additional Pipe Coverage (Free with Total Protection Plan)	\$8.00
Eco-Friendly Upgrade	\$2.00
Renewal Rate Guarantee	\$3.00
\$30 Trade Call Fee Option	\$6.00
Red Tag Option	\$2.00
Freestanding Freezer	\$4.00
Limited Roof Leak Coverage (Single Family Home)	\$8.00
Pest Control	\$3.00
Limited Roof Leak Coverage (multiple units up to fourplex)	\$14.00
Limited Roof Leak Coverage (manufactured homes)	\$7.00
Military/First Responder Discount	(\$2.00)

Standard Coverage Includes

- | | |
|-----------------------------------|-------------------------------|
| ✓ Dishwasher | ✓ Electrical System |
| ✓ Range/Oven/Cooktop | ✓ Water Heater |
| ✓ Telephone Wiring | ✓ Instant Hot Water Dispenser |
| ✓ Primary Heating System | ✓ Central Vacuum System |
| ✓ Plumbing System and Stoppages | ✓ Built-In Microwave |
| ✓ Ceiling, Attic and Exhaust Fans | ✓ Garbage Disposal |
| ✓ Doorbells | ✓ Trash Compactor |
| ✓ Garage Door Opener | ✓ Smoke Detectors |

Order: 866-993-2301 Service: 866-993-2302 Fax: 866-993-2303 www.HGHW.com

Continued from other side

Fill out this form and fax to 866-993-2303, call 866-993-2301, or apply online at www.HGHW.com.

STEP THREE - Homeowner's Information

Homeowner's Name _____

Homeowner's Phone # _____

Homeowner's Email Address _____



STEP FOUR - Sign and Submit

To the best of my knowledge, all items are in good working order. I also represent that I have read the terms and conditions contained herein and accept the coverage and authorizes escrow holder to pay HomeGuard HomeWarranty, Inc. at close of escrow.

Signature _____ Date _____

HOME GUARD HOME WARRANTY

PROTECTING YOUR HOME WITH PRIDE



Total Protection Plan Includes:

- \$1,000 Modification Upgrade
- Stoppages due to roots
- Replacement with like quality toilet
- Enhanced Water Heater/Heating System Coverage
- Radiant Heat Upgrade
- **Enhanced Slab and Additional Pipe Leak Coverage**

All Plans Now Include:

- **Free Limited Roof Leak Coverage on Single Family Homes**
- Replacement of stainless steel appliances with stainless steel or similar finish.
- No cap on HVAC refrigerant & replacement
- Hydrojetting for plumbing stoppages
- Replacement of tankless water heaters

Home Protection Plan For California



A SMALL PRICE TO PAY FOR PEACE OF MIND

Nothing can diminish the joy of buying, selling, or owning a home like unexpected repairs. Home systems and appliances that are working perfectly one day can suddenly break down due to normal wear and tear, always at the worst possible time. Protecting your property with a HomeGuard HomeWarranty Inc. Home Protection Plan can minimize the impact of these unanticipated annoyances and save you thousands of dollars on outside repair costs.

Outside Repair Costs Without A Home Warranty

Heating System	\$130-\$3,500
Water Heater	\$115-\$1,500
Dishwasher	\$98-\$1,250
Air Conditioner	\$130-\$4,000
Oven/Range	\$110-2,700
Kitchen Refrigerator	\$110-\$3,800
Plumbing	\$95-\$7,500
Electrical System	\$85-\$2,500

Repair Costs With A HomeGuard Warranty

**Just a \$75
service call fee!**

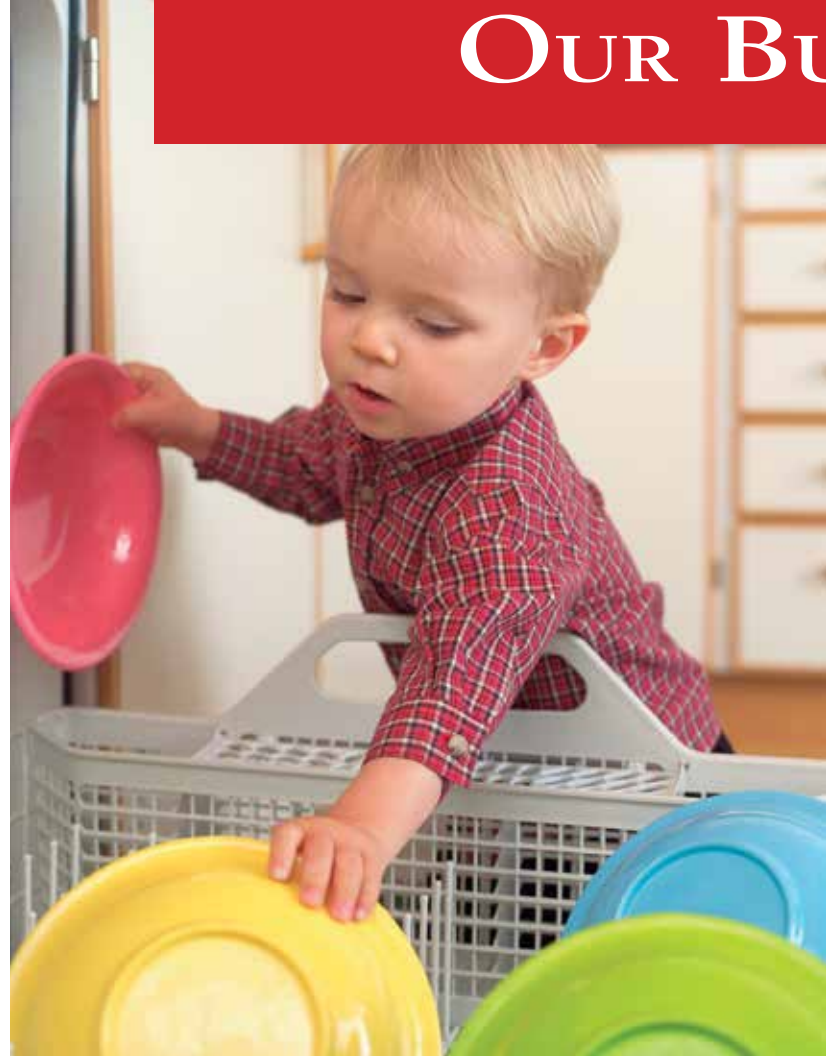
*Reference contract for certain limitations

THE HOME GUARD ADVANTAGE

HomeGuard HomeWarranty, Inc. offers unparalleled professionalism, reliability, and customer service. We staff our offices to personally handle your account and ensure your satisfaction. We believe in building relationships, which is why thousands of California Real Estate Agents



**WE MAKE YOUR BUYING
OUR BUSINESS**





**YOUR HOME
BUSINESS.**



recommend our services to their clients. They know us. They trust us. They rely on us to step up and treat your home like our own.

SETTING THE STANDARD FOR SERVICE

Managing home repairs with HomeGuard HomeWarranty, Inc. is as easy as 1-2-3:

1. Confirm that the repair you need is covered in your contract, then call us toll-free at 1-866-993-2302 to request service—24 hours a day, 365 days a year.
2. We'll select an authorized repair technician to call you personally within 48 hours to schedule a service time.
3. Pay the technician the \$75 deductible up front—it's that easy.

All of our technicians are pre-screened professionals, personally selected for their quality of work and service. Whether your dishwasher breaks down, your pipes spring a leak, or your heating system stops cold, rest assured that your repair needs will be taken care of promptly, professionally, and with the utmost respect for your home.



510 Madera Avenue, San Jose, CA 95112
Order: 866-993-2301 **Service:** 866-993-2302 **Fax:** 866-993-2303
www.HGHW.com

SAMPLE CONTRACT WARRANTY SERVICES

A. STANDARD COVERAGE

1. KITCHEN APPLIANCES

- a. DISHWASHER (built-in or free standing)
Covered Items: All components and parts that affect operation except those listed below.
Not Covered: Racks, rollers, baskets.
Advantage Plan Covers: Racks, baskets, rollers.
- b. RANGE/OVEN/COOKTOP (gas or electric; built-in or freestanding)
Covered Items: All components and parts that affect operation except those listed below.
Not Covered: Meat probe assemblies, light sockets, indoor barbecue, clock (unless it affects the operation of the unit), rotisseries, racks, handles, knobs, dials, interior lining, magnetic induction units.
Advantage Plan Covers: Rotisseries, racks, handles, knobs, dials, interior lining, clock.
- c. MICROWAVE OVEN (built-in)
Covered Items: All components and parts that affect operation except those listed below.
Not Covered: Portable or countertop units, meat probe assemblies, rotisseries, interior lining, door glass, clock, shelves, removable trays, lights, handles.
Advantage Plan Covers: Interior lining, door glass, clock, shelves.
- d. GARBAGE DISPOSAL
Covered Items: All components and parts that affect operation.
Note: Will be replaced with matching horse-power (builder's standard).
- e. TRASH COMPACTOR (built-in)
Covered Items: All components and parts that affect operation except those listed below.
Not Covered: Removable buckets, lock and key assemblies, air fresheners.
Advantage Plan Covers: Removable buckets.
- f. FOOD PROCESSOR (built-in)
Covered Items: All components and parts that affect operation except those listed below.
Not Covered: Any removable accessories.
- g. INSTANT HOT WATER DISPENSER
Covered Items: All components and parts (replaced with builder's standard).
Note: \$500.00 maximum per contract term for diagnosis, repair or replacement.

2. HEATING SYSTEM (gas or electric if main source of heat to home and does not exceed 5 ton capacity)

Covered Items: All parts and components that affect the operation of the heating unit. If we determine that the replacement of a heat pump-split system type of condensing unit is required, we will replace with a unit that meets federally mandated SEER and HSPF* requirements, including the replacement of any components that are necessary to maintain compatibility with the replacement unit; including the air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate line drains, and thermostatic expansion valve, heat-pump. There is no limit to the number of covered heating units.
Note: For heat pumps and heat pump package units coverage under Central Air Conditioner/ Cooler applies.
Not Covered: Solar heating systems, cable heat (in ceilings and floors) geo-thermal systems, Glycol, or Polaris systems, portable and freestanding units, humidifiers and electronic air cleaners, dampers, zoning systems, fuel storage tanks, registers and grills, filters, heat lamps, fireplace inserts and key valves, insulation, ductwork where asbestos is present, clocks, timers, underground or outside components and piping, well pumps and well pump components for geo-thermal and/or water source heat pumps, baseboard casings, chimneys, flues and vents, crane, wood or pellet stoves (even if only source of heating), inaccessible refrigerant and condensate drain lines, heat pumps only covered with buyer's central air conditioning, systems designed for commercial applications or units over 5 tons, improperly matched units, diagnostic testing of or locating leaks in ductwork including as required by any federal, state or local regulation, or when required due to the installation or replacement of system equipment, mini-split ductless systems, smart vents.
Advantage Plan Covers: Register, grills, filters, heat lamps.
Total Protection Plan Covers: Replacement of flues and vents, if required, to effect repair/replacement of a covered claim.
Note: We will not pay in excess of \$1,500.00 aggregate per contract for access, diagnosis and repair or replacement of hot water, radiant or steam circulating heating system(s), diesel, oil, Glycol, geothermal, water cooled and water sourced systems, and water heater/ heating combination units.
Note: During seller's coverage period, we will not pay in excess of \$500.00 for diagnosis and repair or replacement of the furnace and/or ductwork.

3. PLUMBING SYSTEM

Covered Items: Repair of leaks and breaks in water, waste, polybutylene pipes, vent, or gas lines within the perimeter of the main foundation of the home or garage, shower/tub valves (replaced with chrome builder's standard), angle stops, gate valves, toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard), wax ring seals, permanently installed sump pumps, built in whirlpool bathtub motor pump assemblies, pressure regulators, pop-up assemblies, risers and gate valves, ice-maker water line, air switches, hydrojetting (if drain line stoppage is unable to be cleared with sewer cable), tub diverter valves, pressure regulators.
Not Covered: Stoppages and/or collapse of water/drain/gas lines caused by roots, faucets, bathtubs, sinks, basket strainers, shower heads and arms, enclosures and base pans, caulking and grouting, hose bibs, sewer ejector pumps, toilet seats and lids, septic tanks, water conditioning or purification systems, supply or flow restrictions, saunas, steam rooms, bidet, whirlpool bathtub jet plumbing, indoor/outdoor sprinkler systems, booster pumps, conditions caused by electrolysis, frozen pipes, noise, diesel or oil-fired water heaters, Phoenix systems, stoppages that cannot be cleared with a standard sewer cable or hydro-jetting, water heat pump attachment, basket strainer, tub spout and tub spout diverter, fire suppression systems, sensor faucets.
Advantage Plan Covers: Faucets, showerheads and shower arms, (replaced with chrome builder's standard when necessary), Hose bibs. Toilets (replaced with like quality up to \$600.00 per occurrence).
Total Protection Toilet Replacement: In the event of sediment/calcium build-up, toilet will be replaced with a like quality toilet.
Total Protection Plumbing Coverage: Sink and Bathtub basket strainers, tub-spouts (replaced with chrome builder's standard), gas sediment trap, sink pop-up assembly.
Total Protection Enhanced Slab Leak and Additional Pipe Leak Coverage: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.00.
Note: With respect to concrete-encased or inaccessible plumbing lines, access and repair is limited to \$1,500.00 aggregate per contract (including leak tests and diagnostic testing). We will provide access through unobstructed walls, ceilings, floors, concrete slabs, and the like, and will return all openings made for access to a rough finish only. We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.
Note: \$1,000.00 maximum per contract term for diagnosis, repair or replacement in regards to Polybutylene Plumbing.

4. PLUMBING STOPPAGES

Covered Items: Clearing of sewer lines and mainline stoppages with standard sewer cable to 125 feet from point of access at existing ground level cleanout; including hydro-jetting if stoppage is unable to be cleared

with cable. Clearing of branch drain line stoppages in sink, tub, shower drains and toilets with standard sewer cable from point of access, including existing accessible cleanout, p-trap, drain or overflow access point.
Not Covered: Stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects. Access to drain, sewer or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.

Total Protection Slab Coverage: We will pay up to \$250.00 maximum per Plan toward the following in regard to a stoppage:

- 1) Removal of toilet or other access if needed to clear a stoppage, including costs to install a ground level cleanout.
- 2) Stoppages due to roots.

We may provide, at our option, a cash settlement in lieu of performing the work.

5. ELECTRICAL SYSTEM

Covered Items: Circuit breakers including ground fault, junction boxes, panels and sub panels, plugs, switches and fuses, telephone wiring, doorbells (not related to intercom system), smoke detectors.
Not Covered: Fixtures, alarms, intercoms, inadequate wiring capacity, power failure or surge, low voltage wiring, sensor, relay, timed circuits, wiring that is the property of the phone company, direct current (D.C.) wiring or components, wireless doorbell systems.

6. CENTRAL VACUUM SYSTEM

Covered Items: All parts and components that affect operation except those listed as not covered:
Not Covered: Removable hoses, accessories, pipes, stoppages, vents.

Note: We are not responsible for the cost of gaining access to or closing access from the floor, walls, or ceiling either to locate the cause of the malfunction or to effect repair or replacement.

7. GARAGE DOOR OPENER

Covered Items: Wiring, motor, switches, receiver unit, track drive assembly, carriage, capacitor, push arm, and key pads.
Not Covered: Garage doors, hinges, springs, remote transmitter, rollers-guides, sensor adjustments.

Advantage Plan Covers: Hinges, springs, and remote transmitters, sensors, roller guides.

8. CEILING FANS, ATTIC FANS, AND EXHAUST FANS (built-in)

Covered Items: All components and parts that affect operation (replaced with builder's standard), whole house fans.
Not Covered: Light kits, remote transmitters, dryer vent booster fans.

9. WATER HEATER (gas or electric)

Covered Items: Control thermostat and thermocouple, drain valve, tank leaks, gas valve, heating elements, temperature and pressure relief valves, tankless hot water heaters, recirculating pumps, and expansion tanks.
Not Covered: Solar units and/or components, holding tanks, noise, energy conservation units, fuel storage tanks, flues and vents, or failures caused by sediment.

Advantage Plan Covers: Failures caused by sediment, expansion tanks.

Total Protection Plan Covers: Replacement of flues and vents, if required, to effect repair/replacement of a covered claim.
Note: \$1,500.00 maximum per contract term for diagnosis, repair or replacement of power-vent, direct-vent tankless hot water heaters, and water heaters over 50 gallons.

Note: If space cannot be made to adequately complete replacement of water heater a credit up to \$1,500.00 will be given to the homeowner in lieu of replacement.

10. DUCTWORK

Covered Items: Disconnected ducts from heating and/or cooling unit to connection register or grill.
Not Covered: Registers, grills, dampers, insulation, improperly sized ductwork, collapsed or crushed ductwork, ductwork where asbestos is present, ductwork damaged by moisture, costs for inspections, diagnostic testing, fans, verification and permits as required by federal, state, or local law, regulation or ordinance, deterioration, UV lighting.

Note: We will not pay more than \$1,000.00 aggregate per contract term for repair or replacement of ductwork.



SAMPLE CONTRACT WARRANTY SERVICES

B. OPTIONAL COVERAGE

1. Central Air Conditioning (ducted)

Covered Items: Refrigeration system including heat pump, condensing unit, compressor, coils, leaks in Freon lines, liquid and suction line dryers, motors, fuses, breakers, disconnect boxes and wiring, valves, thermostats, evaporative cooler including belts and pulleys, casing, motor pumps, and float assembly; built-in electric wall units. If we determine that the replacement of a heat pump-split system type of condensing unit is required, we will replace with a unit that meets federally mandated SEER and HSPF requirements, including the replacement of any components that are necessary to maintain compatibility with the replacement unit. Leak detection.

Not Covered: Condenser casings, registers, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, zoning systems, humidifiers, cooler pads, roof jacks or stands, use of cranes or other lifting equipment to repair or replace units/systems and components, systems designed for commercial applications or units over 5 tons, smart vents, duct sealant, duct testing.

Advantage Plan Covers: Filters, register grills, use of crane, and window units.

Note: During seller's coverage period, we will not pay in excess of \$1500.00 for diagnosis and repair or replacement of the air conditioning and related equipment.

Note: Coverage is only available for cooling systems with capacity not exceeding (5) tons per unit.

Note: Coverage for leak detection is limited to \$250.00 (per occurrence).

2. Swimming Pool/Spa Equipment

Covered Items: Above ground and accessible working parts and components of heating and filtration system, including heater, motor, filter, filter timer, diatomaceous filter grid, pump, gaskets, blower, timer, backwash/flush/check valve, pool sweep motor and pump, salt cell, salt water control unit, and flow sensor for the salt water chlorinator.

Not Covered: Remote control panel and switches, air switches, water chemistry control equipment and materials, disposal filtration mediums, heat pump, all cleaning equipment including pop-up heads, turbo valve, pool sweeps (except motor and pump), liners, structural defects, solar equipment, inaccessible components, jets and fuel storage units, skimmers, underground water/gas/electrical lines, fountains, cosmetic defects, damage due to general lack of maintenance or improper chemical balance, cost of access to make repairs, inaccessible portion of spa jets, touch pads, electronic/computerized controls and/or control panels, retractable covers, lights, portable spas, lap pools, booster pumps.

Note: The access, diagnosis, repair or replacement of the pool heater and salt water control unit, salt cell, and flow sensor for the salt water chlorinator is limited to \$1,500.00 aggregate per contract term.

3. Solar Pool/Spa Equipment

Covered Items: Solar Pump, Panel and Heater.

Note: Only available with Pool and Spa Equipment Coverage

Note: Cannot be added at time of renewal

Note: \$1,500.00 maximum per contract term for diagnosis, repair or replacement.

Note: Equipment must be winterized annually for coverage to remain in effect.

4. Solar Hot Water System

Covered Items: All above ground parts including pump, valves, solar panels, controller, and tank.

Not Covered: Pipe insulation; mounting brackets; passive solar heating or cooling systems.

Note: Coverage cannot be added at time of renewal

Note: \$1,500.00 maximum per contract term for diagnosis, repair or replacement.

5. Water Softener/ Reverse Osmosis Water Filtration System

Covered Items: Water Softener/ Reverse Osmosis (RO) system for drinking water and their respective equipment.

Not Covered: Leased or rented units; any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; resin bed replacement; salt; replacement of filters; water filters, pre-filters, filter components; replacement membranes; water purification systems; RO filtration system for pool/spa.

Note: \$500.00 maximum per contract term.

6. Ornamental Fountain

Covered Items: Motor and pump assembly. Multiple motors/ pumps contained within each fountain will be covered.

Not Covered: Water piping; electrical lines or controls; filters; filter media and cartridges.

Note: Repair or replacement is limited to \$500.00.

7. Clothes Washer

Covered Items: All parts and components affecting the washer except those listed as not covered:

Not Covered: Plastic mini tubs, soap dispensers, filter screens, knobs and dials, touchpads, drawers, damage to clothes.

Note: Ownership of the washer/ dryer must be transferred from seller to buyer in order for coverage to take effect.

8. Clothes Dryer

Covered Items: All parts and components except those listed as not covered:

Not Covered: Venting, dryer vent booster fans, lint screens, knobs and dials, touch-pads, dryer cabinet fragrance/ humidity center, hangers, shelves, rods hooks, and cabinet liner, damage to clothing, racks, drawers.

Note: Ownership of the washer/ dryer must be transferred from seller to buyer in order for coverage to take effect.

9. Kitchen Refrigerator

Covered Items: All parts and components located and operated in the kitchen area that affect operation except those listed as not covered.

Not Covered: Handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, filters, removable components, food spoilage, stand alone freezers and refrigerators located outside kitchen area.

Advantage Plan Covers: Icemakers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu thereof based on the replacement cost of the icemaker as if one was available, Beverage Dispensers (replaced with like quality up to \$500.00 per occurrence).

Note: Diagnosis and repair or replacement is limited to \$5,000.00 aggregate per contract term.

Note: Ownership of the kitchen refrigerator must be transferred from seller to buyer in order for coverage to take effect.

10. Additional Refrigeration Option (Only available with Kitchen Refrigerator Option is purchased)

Four additional refrigeration systems, such as: Additional refrigerator, wet bar refrigerator, wine refrigerator.

Covered Items: All components that affect the cooling operation of the unit including compressor, thermostat, condenser coil, evaporator and defrost system.

Not Covered: Ice maker, ice crusher, beverage dispenser and their respective equipment, filter, interior thermal shells, food spoilage, insulation, multi-media centers, wine vaults, cost of recapture or disposal of refrigerant, refrigerator/oven combination units, removable components which do not affect the primary function, detachable components, baskets, buckets, dials, knobs, handles, door glass, lights, light sockets, light switches, pans, trays, rollers, racks, shelves, runner guards, interior lining, trim kits, vents, flues, drawers.

Note: Diagnosis and repair or replacement is limited to \$1,500.00 aggregate per contract term.

Note: Coverage cannot be added at time of renewal.

Note: If parts are not available, our obligation is limited to cash in lieu of repair.

11. Well Pump

Covered Items: All parts and components of well pump utilized exclusively for domestic use, pressure pumps.

Not Covered: Well casings, booster pumps, piping or electrical lines, holding pressure or storage tanks, re-drilling of wells, damage due to lack of water, and well pump components for geo-thermal and/or water source heat pumps, tampering, improper installation or mineral deposit build up, access to repair well pump system, damage due to low water table.

Note: Well pump must be only source of water for home use.

12. Booster Pump

Covered Items: Pump utilized for main dwelling only. Domestic use only. One well pump/booster pump per Plan.
Not Covered: Control Boxes; pressure switches; capacitors or relays; cost of locating pump.

13. Septic Tank Pumping Option (Note: Septic Tank Pumping Option is not renewable.)

Covered Items: If a stoppage is due to a septic tank back-up, we will pump the specific tank (and dispose of waste) one time during the contract term.

Not Covered: Collapsed or broken waste lines outside the main foundation, stoppages or roots that prevent the effective use of an externally applied sewer cable, the cost of finding or gaining access to the septic tank, the cost of sewage hook-ups, disposal of waste, chemical treatment of the septic tank and/or waste lines, tanks, leach lines, cesspools, mechanical pumps or ejectors, seepage pits, stoppage or damage due to roots, tile fields and leach beds, lateral lines, insufficient capacity, level sensors/ switches, control panels, associated electrical lines.

Note: If the stoppage is due to a full septic tank, we will pump the septic tank once during the contract coverage period. Coverage is only in effect with the provision that a septic certification was completed within 90 days prior to the close of escrow. A copy of the certification must be supplied to HGHW prior to service dispatch.

Note: \$500.00 maximum per contract term.

14. Sewage Ejector Pump

Covered Items: All components and parts that affect operation.

Not Covered: Basins and any costs associated with locating or gaining access to, or closing access from the sewage ejector pump.

Note: We will not pay more than \$500.00 maximum for repair and/or replacement of the sewage ejector pump. Coverage is limited to one sewage ejector pump per contract.

15. Additional Pipe and Enhanced Slab Leak Coverage (Included in Total Protection Plan)

(Available on detached single family homes only; not available to condos or multi-unit buildings)

Enhanced Slab Leak Coverage:

HomeGuard HomeWarranty, Inc. will increase the Standard Plan limit by \$1,000.00 for the repair/ replacement of plumbing pipe leaks in water, drain or gas lines located under, or encased in, or covered by, concrete that are located within the interior of the main foundation and garage.

Additional Pipe Leak Coverage:

HomeGuard HomeWarranty, Inc. will cover concrete encased or underground pipe leaks located outside the main foundation of the covered structure, including water, drain or gas supply lines that service the main home or other home protection plan covered structure only. The leak must be the result of normal wear and use.

Not Covered: Faucets, hose bibs, gate valves, consequential or secondary damage, solar or sprinkler system, above or below ground pool piping, down spout or landscape drain lines, frozen pipes, roots and damage done by roots.
Note: \$1,500.00 maximum per contract term for diagnosis, repair or replacement.

Total Protection Plan Covers: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.00.

16. Eco-Friendly Upgrade

Applies to: dishwasher, refrigerator (when Optional Coverage is purchased), free-standing freezer, clothes washer (when Optional Coverage is purchased) and gas furnace.

In the event that any of the above mentioned appliances or systems cannot be repaired and subject to all other contract terms and limitations, including modifications, they will be replaced with Energy Star qualified products (if available) with similar features, efficiency and capacity. The contract holder has the option of replacing the gas furnace with a 90 percent efficiency model.

17. Renewal Rate Guarantee

The purchase of this option keeps the price of the renewal premium the same as the price of the premium paid at the close of escrow. The policyholder is allowed to change coverage (add or delete coverage) at the time of renewal.

Note: The renewal is still defined as an application. HomeGuard HomeWarranty, Inc. reserves the right to decline any renewal application. In such event, the optional premium will be refunded to paying party.

Note: This option is limited to the first renewal period immediately following the expiration of the contract.

18. \$30 Trade Call Fee Option

Reduces the price of the deductible from \$75.00 to \$30.00 during contract term.

19. Red Tag Option

If at the time of transfer of ownership a public utility company red tags a covered system or appliance — declaring it unsafe to operate and declining to activate it — HGHW, Inc. will repair or replace said system or appliance.

Not Covered: Public utility red tag issued prior to the effective date of the contract.

20. Free-standing Freezer

Covered Items: All components that affect the cooling operation of the unit including compressor, thermostat, condenser coil, evaporator and defrost system.

Not Covered: Ice maker, ice crusher, beverage dispenser, and their respective equipment, filter, thermal shells, food spoilage, insulation, multi-media centers, cost of recapture or disposal of refrigerant, removable components which do not affect the primary function, detachable components, baskets, buckets, dials, knobs, handles, door glass, lights, light sockets, light switches, pans, trays, rollers, racks, shelves, runner guards, interior lining, trim kits, vents, flues, drawers.

Note: \$1,500.00 maximum per contract term for diagnosis, repair or replacement.

Advantage Plan Covers: Icemakers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu thereof based on the replacement cost of the icemaker as if one was available.

21. Military/First Responder Discount

Note: Proof of identification must be submitted for discount to take effect.

22. Limited Roof Leak Coverage (Single Family Homes)

Covered Items: Leaks caused by rain to tar and gravel, tile, shingle, shake and composite roofs over occupied living areas will be repaired as long as leaks are caused by normal wear and tear and the roof was in watertight condition at the start of the coverage.

Not Covered: Roof leaks caused by or resulting from roof mounted installations, metal roofs, foam roofs, improper installations, improper construction or repair, missing or broken materials, patio covers, skylights, gutters, drains, scuppers, antennas, chimneys, failure to perform optional maintenance, defects in balcony or deck serving as roof, damage caused by walking on roof, flashing, plywood.

Note: An actual water leak must occur during the coverage period for coverage to apply under this plan.

Note: We will pay up to \$1500.00 per contract for the repair of specific leaks. If replacement of the existing roof, in whole or in part is necessary, coverage is limited to the estimated cost of repair of the leaking area only. If the repair of the area is not possible, our liability is limited to cash in lieu of the estimated cost of repair of the leaking area only. Leaks existing prior to the close of escrow are not covered.

Note: Routine periodic maintenance is not covered by this contract. Secondary or consequential damage is not covered by this contract. Service delays frequently occur during the first rain of the season or in heavy storms.

While we will make every effort to expedite service, no guarantees can be made.

Note: A premium of \$160.00 must apply for multiple units up to fourplex.

Note: Coverage is not available for homes over 5,000 square feet.

23. Pest Control

Covered Items: Roaches, ants other than Fire, Pharaoh, and Carpenter varieties, silverfish, black widow spiders, earwigs, brown recluse spiders, millipedes, mice, crickets, ground beetles, centipedes, pill bugs, sow bugs, clover mites.

Not Covered: Termites, wood-boring beetles, rats, flying insects, fleas, ticks, any pest not specifically listed above, continuous treatment programs, rodent proofing, cost to fumigate.

SAMPLE CONTRACT WARRANTY SERVICES

ARBITRATION AGREEMENT - PLEASE READ CAREFULLY:

Any controversy of claim arising out of or relating to this policy or the breach thereof, shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Commercial Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: www.adr.org. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgement on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property covered by this contract having an AAA regional office. Each party shall bear its own costs and expenses and equal share of the administrative and arbitrator's fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION, BY AGREEING TO THIS PROVISION, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

TERMS OF COVERAGE

This contract covers only those parts, systems, and appliances specifically mentioned as covered. All coverage is subject to limitations and conditions mentioned in this contract.

If an item fails during the contract term, the contract holder must contact our Customer Service Department toll-free at 866-993-2302. Calls are received 24 hours a day and 7 days a week. Should the contract holder contact directly with others or do the work themselves, HomeGuard HomeWarranty, Inc. will not be responsible for reimbursement of that cost. Upon receiving a request for service, HomeGuard HomeWarranty, Inc. will call a qualified contractor within 3 hours during normal business hours, and 48 hours on weekends or holidays. The contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. Service will be initiated within 48 hours after the request for service is received. HomeGuard HomeWarranty, Inc. will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service. If the contract holder should request HomeGuard HomeWarranty, Inc. to perform service outside normal business hours, the contract holder will be responsible for payment of additional fees, including overtime.

When we request or authorize you to obtain an independent out of network contractor to perform diagnosis and/or service:

- 1) The Contractor must be qualified, licensed, and insured, and charge fair and reasonable rates for parts and service.
- 2) Once the technician is at the home, and prior to any services being rendered, you must call our authorization department with the technician's diagnosis and dollar amount of services required. Covered repairs or replacements will be authorized if work can be completed at an agreed upon rate.
- 3) We will provide an authorization number for the covered services and dollar amount that we have authorized.
- 4) Upon completion of the authorized services, the contractor must provide you an itemized invoice for the authorized charges.
- 5) You must submit the itemized invoice, including the authorization number provided by us, for reimbursement.
- 6) One deductible is due per each item covered by this contract. The deductible(s) will be subtracted from any reimbursement provided.
- 7) You are expected to pay the independent out of network contractor directly for the services rendered and then submit the invoice to us for reimbursement. We accept invoices by fax 866-993-2303, U.S. mail at 510 Madera Avenue, San Jose CA 95112, or email to: service@hghw.com.
- 8) Failure to contact us and follow procedures 1-7 above may result in denial of coverage.

Service Call Fee: There is a \$75.00 service fee for each trade call, or actual cost, whichever is less, paid to each contractor at the time of service (i.e. if you need a plumber and an appliance technician each will require a service fee). The contract holder is responsible for payment of the trade service call fee after a service request is dispatched and scheduled to a service contractor. This includes when:

- a) A service contractor is in route to the customer's home;
- b) A customer fails to provide accessibility necessary to perform the service request;
- c) A service contractor's diagnosis results in a complete or partial exclusion of coverage;
- d) HomeGuard HomeWarranty, Inc. approves a customer's request for a partial exclusion.

Failure to pay the service fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term. Service request must be received prior to the expiration of the contract term.

Service work is guaranteed for 30 days on labor and 90 days on parts without an additional service fee. The 30 day guarantee only applies to malfunctions that are reported to HomeGuard HomeWarranty, Inc. during the term of this contract. Pest control service work is guaranteed for 30 days from the original date of service.

Buyer's coverage starts at the close of escrow and continues for one year provided the contract premium is paid at the close of escrow. (Premium must be received within 14 calendar days after close of escrow.) Where contract premium has not been received by HomeGuard HomeWarranty, Inc. service will be dispatched once contract payment can be verified by the closing agency and/or another source of premium coverage is paid (i.e. credit card). Coverage for homes outside of escrow will begin 30 days following receipt of payment by HomeGuard HomeWarranty, Inc. Optional Coverage selected may be unavailable at time of renewal. There is a 30 day grace period from the close of escrow during which you may add Optional Coverage. You must request and pay for Optional Coverage within the 30 day grace period.

Coverage for the New Construction Home Buyers Plan coverage and any optional coverage begins on the first anniversary of the close of sale and continues for five years from that date, provided that the plan fee is received by HomeGuard HomeWarranty, Inc. within 14 calendar days from the close of sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the close of sale. Anytime during the first year after the close of sale the home buyer may call HomeGuard HomeWarranty, Inc. for assistance in the event of a problem with systems or appliances generally described in this plan. HomeGuard HomeWarranty, Inc. will assist the homebuyer in contacting the manufacturer, or contact the manufacturer on the home buyer's behalf to determine the remedies available under the manufacturer's warranty for the system or appliance associated with the call.

This contract covers single-family dwellings under 5,000 square feet unless amended by HomeGuard HomeWarranty, Inc. prior to the close of escrow. Call 1-866-993-2301 for prices on homes in excess of 5,000 square feet, multi-unit homes, guest homes, casitas and the like. Coverage begins when appropriate fees are paid. This coverage is for owned residential property only. Covered dwellings cannot be used for day care centers, nursing homes, care homes, fraternity/sorority houses or any other commercial purpose. This contract is not available for property management.

We will provide service for covered systems and appliances which malfunction during the term of the Plan that:

- 1) Are installed for diagnosis and located within the interior of the main foundation of the home and garage (inside the load bearing walls of the structure). Systems or appliances located on the exterior or outside of the home (including porch, patio, etc.) are not covered unless otherwise noted in the contract.
- 2) Are in good, safe working order at the start of coverage and were correctly installed.
- 3) Have become inoperable due to normal wear and tear and use, rust/ corrosion, and chemical or sediment build-up during the term of the contract.

Coverage may apply to a malfunction which existed on the effective date of the Home Buyer's Coverage if, at that time, the malfunction was undetectable and would not have been detectable by visual inspection and simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome.

Optional seller's coverage can only be selected in conjunction with the Buyer's Standard Plan and begins upon issuance of a confirmation number by HomeGuard HomeWarranty, Inc. and continues for 180 days, close of escrow or termination of listing, whichever occurs first. Seller's coverage only covers the Standard or Advantage Plan items. Optional items are not available for seller's coverage. Seller's Coverage is not available on homes in excess of 5,000 square feet, multi-unit homes, guest homes, casitas and the like. If the failure is due to a cracked heat exchanger or combustion chamber, diagnosis and repair or replacement of the furnace is limited to \$500.00 maximum during the listing period.

Contract holder must cooperate with HomeGuard HomeWarranty, Inc. in HomeGuard HomeWarranty, Inc.'s investigation into any claim under this contract. Cooperation includes, but is not limited to: (a) making contract holder available at reasonable times for communications with HomeGuard HomeWarranty, Inc.'s representatives; (b) providing truthful and accurate information to HomeGuard HomeWarranty, Inc.'s representatives to full extent of contract holder's knowledge; (c) making premises available at reasonable times for inspection; and (d) providing HomeGuard HomeWarranty, Inc. with all estimates, damage evaluations, fire and police reports, and all other relevant documentation within 10 calendar days of a HomeGuard HomeWarranty, Inc. representative's request for documents. This paragraph is a material provision of this contract; and contract holder's breach of this paragraph constitutes a ground for denial of coverage.

LIMITS OF LIABILITY

HomeGuard HomeWarranty, Inc.'s liability is limited to failures due to normal wear and tear.

HomeGuard HomeWarranty, Inc. is not responsible or liable for costs of construction, carpentry or other modifications necessary to remove, relocate or install equipment, unless specifically noted in the contract.

HomeGuard HomeWarranty, Inc. has the right to a second opinion. The homeowner may order his/her own second opinion but shall be responsible for the cost.

HomeGuard HomeWarranty, Inc. will determine whether a covered item will be repaired or replaced. Except as otherwise noted in the contract, replacements will be of similar features, capacity, and efficiency as the item being replaced. HomeGuard HomeWarranty, Inc. is not responsible for matching brand, color, and/or dimensions with the exception of appliances with stainless steel or a similar material finish which will be replaced by HomeGuard HomeWarranty, Inc. with the same finish, limited to applicable contract limits. When parts are necessary for completion of service, HomeGuard HomeWarranty, Inc. will not be responsible for delays that occur in obtaining those parts. HomeGuard HomeWarranty, Inc. reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. Repairs and/or replacements that are subject to a manufacturer warranty are excluded from this contract. HomeGuard HomeWarranty, Inc. is not responsible or liable for the disposal cost(s) of appliances, systems, equipment and/or components of equipment including refrigerant, contaminants, and/or other hazardous or toxic material.

When government regulations, building, and/or similar code criteria require improvements and/or additional costs to service a covered system and/or appliance including permits, the costs to meet the proper code criteria shall be the sole responsibility of the contract holder, except where otherwise noted in this contract. HomeGuard HomeWarranty, Inc. will be responsible for repairs and/or replacement of covered systems and/or appliances after the proper code criteria are met, except where otherwise noted in this contract. When upgrading covered systems, parts or components to maintain compatibility with equipment manufactured to be 14 SEER (Seasonal Energy Efficiency Ratio) compliant, HomeGuard HomeWarranty, Inc. is not responsible or liable for the cost of construction, carpentry, or other structural modifications made necessary by installing upgraded equipment. HomeGuard HomeWarranty, Inc. is not obligated to perform service involving hazardous or toxic materials and/or conditions including but not limited to asbestos.

HomeGuard HomeWarranty, Inc. is not responsible for repairs or replacements due to misuse or abuse, lack of general maintenance or cleaning, noise, smell, disassembled and/or missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, vandalism, animals or pests, power failure, surge and/or overload, soil movement, structural changes, design deficiency, manufacturer's recall, inadequate design, land subsidence, slope failure, cosmetic defects, improper previous repair or installation of appliances, systems or components unless otherwise noted in contract. The contract holder is responsible for providing maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage on such items (i.e., heating and air conditioning systems require periodic cleaning and/or replacement filters, water heaters require periodic flushing).

HomeGuard HomeWarranty, Inc. is not responsible for consequential or secondary damages resulting from the failure of a covered item and/or failure to provide timely service due to conditions beyond HomeGuard HomeWarranty, Inc.'s control, including but not limited to delays in securing parts, equipment, and/or labor difficulties.

HomeGuard HomeWarranty, Inc. is not responsible for providing access to diagnose, repair or replacement of a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like will be to a rough finish only. HomeGuard HomeWarranty, Inc. is not responsible for the cost of modifications necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, or other modifications. HomeGuard HomeWarranty, Inc. does not cover commercial systems or equipment modified for domestic use.

HomeGuard HomeWarranty, Inc. is not responsible for electronic, computerized, touchpads, or remote energy management systems including, but not limited to, zone controlled systems, for lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.

Common/shared systems and appliances are not covered except for a duplex, triplex, and/or four-plex. If this plan is for a unit within a multiple unit of five or more units, then only items contained within the actual unit will be covered. Common grounds and facilities are excluded.

This contract may be cancelled by HomeGuard HomeWarranty, Inc. for the following reasons: (a) nonpayment of contract fees or other breach of this contract by the customer; (b) fraud or misrepresentation by the customer and/or customer representative of facts material to HomeGuard HomeWarranty, Inc.'s issuance of this contract; or (c) a change in laws or regulations that has a material effect on the business of HomeGuard HomeWarranty, Inc. or HomeGuard HomeWarranty, Inc.'s ability to fulfill its obligations under this contract.

The customer may cancel this contract at any time and for any reason.

If the customer or HomeGuard HomeWarranty, Inc. cancel the contract within the first 30 days following the beginning of the contract term subject to the following:

- (a) if HomeGuard HomeWarranty, Inc. has not provided any services, the customer will receive a full refund of all contract fees paid;
- (b) if HomeGuard HomeWarranty, Inc. has provided services and the amount of the service costs incurred by HomeGuard HomeWarranty, Inc. is less than the contract fees paid, the customer will receive a refund of the contract fees paid, less the service costs incurred by HomeGuard HomeWarranty, Inc.;
- (c) if HomeGuard HomeWarranty, Inc. has provided services and the amount of the service cost incurred by HomeGuard HomeWarranty, Inc. is greater than the contract fees paid, the customer shall pay HomeGuard HomeWarranty, Inc. the lesser of (i) the amount by which the service costs incurred by HomeGuard HomeWarranty, Inc. exceeds the contract fees paid; or (ii) the amount by which the annual rate listed on the Contract Agreement pages exceeds the contract fees paid.

If the customer or HomeGuard HomeWarranty, Inc. cancels the contract after the 30th day following the beginning of the contract term subject to the following:

- (a) if HomeGuard HomeWarranty, Inc. has not provided any services, the customer will receive a pro rate refund of the contract fees paid the unexpired term;
- (b) if HomeGuard HomeWarranty, Inc. has provided services and the amount of the service costs incurred by HomeGuard HomeWarranty, Inc. is less than the contract fees paid, the customer will receive a pro rate refund of the contract fees paid for the unexpired term, less the service costs incurred by HomeGuard HomeWarranty, Inc.;
- (c) if HomeGuard HomeWarranty, Inc. has provided services and the amount of the service costs incurred by HomeGuard HomeWarranty, Inc. is greater than the contract fees paid, the customer shall pay HomeGuard HomeWarranty, Inc. the less of (i) the amount by which the service costs incurred by HomeGuard HomeWarranty, Inc. exceeds the contract fees paid; or (ii) the amount by which the annual rate listed on the Contract Agreement pages exceeds the contract fees paid; and
- (d) Additionally, customer shall be responsible for an administrative fee of the lesser of (i) your Plan Fee for one month of coverage under this contract or (ii) such amount as is permitted by law.

If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling 866-993-2302 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to initiate such payment arrangements within 30 days.

Circumstances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, HomeGuard HomeWarranty, Inc. will pay an amount equal to the contract dollar limit in lieu of providing repair or replacement services. Some or all of such payment may be made to you and/or a service contractor, in all other circumstances.

A) HomeGuard HomeWarranty, Inc. reserves the right to require you to accept cash in lieu of repair or replacement services in an amount based on what the ordinary customer would expect to pay after negotiating the best price for such services in your area and without the benefits of this contract when:

- a) Following a response to a covered breakdown, the item would remain non-compliant with applicable laws, regulations or code requirements.
- b) The item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown.
- c) An item becomes non-repairable and a replacement item is no longer available.

B) HomeGuard HomeWarranty, Inc. may also offer you the option of accepting cash in lieu of repair or replacement services based on what HomeGuard HomeWarranty, Inc. would ordinarily expect to pay for parts and labor for covered items, an amount that is usually less than retail cost or actual cost. HomeGuard HomeWarranty, Inc. is not obligated to extend such an offer in any particular instance. Such offers are typically made subject to restrictions.

HomeGuard HomeWarranty, Inc. is not responsible for work performed by any contractor once cash in lieu of work has been authorized. HomeGuard HomeWarranty, Inc. is also not responsible for non-covered work performed or non-covered costs charged by a contractor dispatched to provide covered services.

If eligible for continuation of coverage for another one-year term, contract holder will be notified by mail within 60 days prior to the expiration of the current contract of prevailing rates and terms for continuation and may make changes to plan coverage for the next year at this time. Contracts on monthly auto charge payment plans will be scheduled for automatic continuation for another one-year term unless the contract holder notifies HomeGuard HomeWarranty, Inc. in writing to discontinue future plan coverage 30 days prior to the expiration of the current contract. Offer for future coverage is at HomeGuard HomeWarranty, Inc.'s sole discretion. You will be notified of rates and terms for continuation coverage.

Coverage on leased property is available for the lessor only. Contract fees are due and payable to HomeGuard HomeWarranty, Inc. upon execution of the lease. Coverage continues for 12 months from the lease origination date.

The control, remediation, abatement, or removal of mold, mildew, fungi, or bacteria or their by products, are not covered even if the failure of an otherwise covered system, component or appliance is the actual or suspected cause of the mold, mildew, fungi, or bacteria. Any necessary service to a covered item that is located adjacent to any area affected by mold, mildew, fungi, or bacteria, will be undertaken only after the homeowner has repaired the condition. Where toxic, hazardous or controlled materials or contaminants including but not limited, to asbestos, PCB's, lead paint or like are found or suspected, HomeGuard HomeWarranty, Inc. shall be under no obligation to service or repair the affected item or system.

The English version is the official version and the Spanish version is for informational purposes only.

Any translated contracts are for informational purposes only. The official contract is in English. This is compliant with CIC § 394(a)(3).

HOME PROTECTION PLAN APPLICATION

Advantage Plan Covers (Does not include any other Options)

Plumbing: Faucets, showerheads and shower arms, (replaced with chrome builder's standard when necessary), Hose bibs. Toilets (replaced with like quality up to \$600.00 per occurrence).
Heating: Register, grills, filters, heat lamps.
Microwave Oven (built in only): Interior lining, door glass, clock, shelves.
Trash Compactor: Removable buckets, lock and assembly.
Carbon Monoxide Detectors.
With purchase of Air Conditioning Option: Filters, register grills, and window units, condensate drain pumps, secondary drain pans.
Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining, clock.
Dishwasher: Racks, baskets, rollers, runner guards.
Water Heater: Failures caused by sediment, expansion tanks.
Garage Door Openers: Hinges, spring, and remote transmitter, key pads, sensors, roller guides.
Improper Installations, Repairs or Modification: We will service an existing defect or mechanical failure of an item that was improperly installed, repaired or modified prior to or during the contract term. If the improper installation, repair, or modification violates a code requirement, Code Upgrade applies.
Mismatched Systems: We will cover an existing defect or mechanical failure of a system that was not properly matched in size or efficiency prior to or during the contract term. Coverage does not apply if the cause of failure of the system or appliance is solely due to the improper installation/repair/modification or mismatch condition, or if the system is undersized relative to the square footage of the area being heated or cooled. If the mismatched system violates a code requirement. Code Upgrade applies.

Crane: We will provide the use of cranes or other lifting equipment required for a covered service of rooftop heating or air conditioning units up to \$250.00.
Limited Code Upgrade: HomeGuard HomeWarranty, Inc. will pay up to \$250.00 in the aggregate under this contract for corrections, repairs, replacement or upgrades to comply with building and zoning codes when replacing plumbing, electrical and heating systems and components (does not apply to ductwork.) We may, at our option, pay the contract holder in lieu of performing the work.
Permits: When local building permits are required prior to rendering a covered service, we will provide up to \$250.00 per occurrence for required permits. We will not be responsible for service when permits cannot be obtained.
Lack of Maintenance: HomeGuard HomeWarranty, Inc. will repair or replace systems and appliances which malfunction due to insufficient maintenance, rust, corrosion, or sediment, unless otherwise noted in the contract. Homeowner is responsible for maintenance costs prior to the technician performing repairs on problems caused by lack of maintenance.
Refrigerant Recapture, Reclaim and Disposal: HomeGuard HomeWarranty, Inc. will pay costs related to freon recapture, reclaim and disposal (if required).
Disposal: We will pay for the costs to dismantle and/or dispose of defective equipment.
Optional Kitchen Refrigerator: Icemakers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu thereof based on the replacement cost of the icemaker. (Applies only when \$50.00 kitchen refrigerator option is purchased).

Total Protection Plan Covers (Includes Advantage Plan Coverage) Available for buyers only, the following items that are not covered without the Advantage Option are covered when this option is ordered and paid for.

Total Protection Code/Modification Upgrade:
 1) We will pay \$1000.00 maximum per plan toward necessary modifications (including code violations), if required, to effect repair or replacement that is covered under this contract.
Total Protection Stoppage Coverage: We will pay \$250.00 maximum per Plan toward the following in regard to a stoppage:
 1) Removal of toilet or other access if needed to clear a stoppage, including costs to install a ground level cleanout.
 2) Stoppages due to roots.
 We may provide, at our option, a cash settlement in lieu of performing the work.
Note: We will not pay for stoppages that cannot be cleared with cable or hydrojetting, collapsed or broken lines outside main foundation.

Total Protection Toilet Replacement: In the event of sediment/calcium build-up that affects operation, toilet will be replaced with a like quality toilet.
Total Protection Water Heater/Heating System Coverage: Replacement of flues and vents, if required, to effect repair or replacement of a covered claim (\$500.00 limit) required modifications.
Total Protection Plumbing Coverage: Sink and Bathtub basket strainers, tub-spouts (replaced with chrome builder's standard), gas sediment trap, sink pop-up assembly.
Total Protection Radiant Heat Upgrade: Increases the Standard Plan limit per Plan by \$1000.00 (\$2,500.00 in total) for the repair/replacement of the hot water, radiant, steam circulating, diesel, oil, Glycol, geothermal, water cooled and water source heating and air conditioning system.
Total Protection Enhanced Slab Leak and Additional Pipe Leak Coverage: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.00 (See Optional Coverage, Page 2, for details).

This Plan is issued by HomeGuard HomeWarranty, Inc., a licensed home protection company, and is not the obligation of any other person, firm or corporation.

Apply by Fax: 866-993-2303 • Apply by Phone: 866-993-2301 • Apply Online: www.HGHW.com

Fill out the information below and fax to 866-993-2303, call 866-993-2301, or apply online at www.HGHW.com.

FORM H 3/18

STEP ONE - Property to be Covered

Street _____ City _____ State _____ Zip _____

STEP TWO - Plan Selection

STANDARD COVERAGE

(Call for Prices on homes over 5,000 square feet and guest houses. 866-993-2301)

Standard One-Year Coverage

Plus \$75 service call fee, as applicable.

	per month
<input type="checkbox"/> Single Family Home (without A/C)	\$32.00
<input type="checkbox"/> Condo/Townhome/Mobile (without A/C)	\$29.00
<input type="checkbox"/> New Construction (Years 2-6)	\$38.00
<input type="checkbox"/> Duplex (without A/C)	\$44.00
<input type="checkbox"/> Triplex (without A/C)	\$52.00
<input type="checkbox"/> Fourplex (without A/C)	\$69.00

ADVANTAGE PLAN

Plus \$75 service call fee, as applicable.

(Standard Plan + Central A/C Option + Advantage Option)

	per month
<input type="checkbox"/> Single Family Home (with A/C)	\$42.00
<input type="checkbox"/> Single Family Home (without A/C)	\$38.00
<input type="checkbox"/> Condo/Townhome/Mobile (with A/C)	\$38.00
<input type="checkbox"/> Condo/Townhome/Mobile (without A/C)	\$35.00
<input type="checkbox"/> New Construction (Years 2-6)	\$48.00
<input type="checkbox"/> Duplex (with A/C)	\$57.00
<input type="checkbox"/> Triplex (with A/C)	\$76.00
<input type="checkbox"/> Fourplex (with A/C)	\$102.00

TOTAL PROTECTION PLAN

Plus \$75 service call fee, as applicable.

(Standard Plan + Central A/C Option + Advantage Option + Total Protection Plan)

	per month
<input type="checkbox"/> Single Family Home (with A/C)	\$50.00
<input type="checkbox"/> Single Family Home (without A/C)	\$48.00
<input type="checkbox"/> Condo/Townhome/Mobile (with A/C)	\$48.00
<input type="checkbox"/> Condo/Townhome/Mobile (without A/C)	\$45.00
<input type="checkbox"/> Duplex (with A/C)	\$71.00
<input type="checkbox"/> Triplex (with A/C)	\$93.00
<input type="checkbox"/> Fourplex (with A/C)	\$119.00

OPTIONAL COVERAGE

(To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For Example A/C Option on Triplex = 3 x \$70 = \$210)

	per month
<input type="checkbox"/> Central Air Conditioning	\$6.00
<input type="checkbox"/> Swimming Pool/Spa Equipment/Salt Water Circuit Board and Cell (No additional charge if separate equipment)	\$14.00
<input type="checkbox"/> Solar Pool/Spa Equipment (only available with Pool/Spa Equipment Coverage)	\$21.00
<input type="checkbox"/> Solar Hot Water System	\$21.00
<input type="checkbox"/> Water Softener/Reverse Osmosis Water Filtration System	\$6.00
<input type="checkbox"/> Ornamental Fountain	\$6.00
<input type="checkbox"/> Clothes Washer and Dryer	\$7.00
<input type="checkbox"/> Kitchen Refrigerator	\$4.00

<input type="checkbox"/> Kitchen Refrigerator, Washer and Dryer (Ownership of the Kitchen Refrigerator, Washer/ Dryer and Additional Refrigeration Units must be transferred from seller to buyer for coverage.)	\$8.00
<input type="checkbox"/> Additional Refrigeration Units (only available when Kitchen Refrigerator option is purchased)	\$3.00
<input type="checkbox"/> Well Pump	\$8.00
<input type="checkbox"/> Booster Pump	\$6.00
<input type="checkbox"/> Septic Tank Pumping Option	\$3.00
<input type="checkbox"/> Sewage Ejector Pump	\$2.00
<input type="checkbox"/> Additional Pipe Coverage (Free with Total Protection Plan)	\$8.00
<input type="checkbox"/> Eco-Friendly Upgrade	\$2.00
<input type="checkbox"/> Renewal Rate Guarantee	\$3.00
<input type="checkbox"/> \$30 Trade Call Fee Option	\$6.00
<input type="checkbox"/> Red Tag Option	\$2.00
<input type="checkbox"/> Freestanding Freezer	\$4.00
<input type="checkbox"/> Limited Roof Leak Coverage (Single Family Home)	\$8.00
<input type="checkbox"/> Pest Control	\$3.00
<input type="checkbox"/> Limited Roof Leak Coverage (multiple units up to fourplex)	\$14.00
<input type="checkbox"/> Limited Roof Leak Coverage (manufactured homes)	\$7.00
<input type="checkbox"/> Military/First Responder Discount	(\$2.00)

Total Cost (due at close of sale) \$ _____

Continue on other side