

Arizona 12 Month Coverage Prices

| Coverage Plan <i>Plus \$85 service call fee, as applicable.</i> | 3 Star | 4 Star | 5 Star |
|--|--------|---------|---------|
| Single Family | \$560 | \$680 | \$775 |
| Townhome/Condo/Manufactured Home | \$520 | \$625 | \$745 |
| Multi Unit – Duplex | \$700 | \$860 | \$1,025 |
| Multi Unit – Triplex | \$825 | \$1,145 | \$1,575 |
| Multi Unit – Fourplex | \$975 | \$1,415 | \$1,715 |

3 Star Plan Covers Please reference contract for coverage details.

| | | |
|--|---------------------------------------|---------------------------|
| Air Conditioning and Heating System (Primary gas, oil or electric; limit of \$1,500) | Electrical System | Range/Oven/Cooktop |
| Ceiling Fans, Attic Fans, Whole House Fan, and Exhaust Fans (Built-in) | Garbage Disposal | Smoke Detectors |
| Central Vacuum System | Garage Door Opener | Telephone Wiring |
| Dishwasher | Instant Hot Water Dispenser | Trash Compactor |
| Doorbells | Microwave Oven (Built-in only) | Water Heater |
| | Plumbing System and Stoppages | |

4 Star Plan Covers (Includes 3 Star Coverage)

Air Conditioning: We cover filters, register grills, and window units, condensate drain pumps, and secondary drain pans. Increases combined air conditioning and heating limit to \$2,000.

Carbon Monoxide Detectors

Crane: We will pay for the cost of a crane or other lifting equipment required for a covered service of rooftop heating or air conditioning units (limit of \$250) per occurrence.

Dishwasher: Racks, baskets, rollers, and runner guards.

Disposal: We will pay for the costs to dismantle and/or dispose of defective equipment.

Garage Door Openers: Hinges, springs, cables, remote transmitter, key pads, sensors, and roller guides.

Heating: Register, grills, filters, and heat lamps. Increases combined air conditioning and heating limit to \$2,000.

Ice-makers: Ice-makers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu there of based on the replacement cost of the icemaker.

Improper Installations, Repairs: 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.

Lack of Maintenance: HGHW 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 (not related to coverage provided in our HVAC Tune-Up option) prior to the technician performing repairs on problems caused by lack of maintenance.

5 Star Plan Covers (Includes 3 & 4 Star Coverage)

Air Conditioning and Heating: Increases combined limit to \$2,500.

Code/Modification Upgrade: We will pay \$1,500 maximum per plan toward necessary modifications (including code violations), if required, to effect repair or replacement that is covered under this contract.

Enhanced Slab Leak and External Pipe Leak Coverage: Increases total limit of concrete encased or inaccessible plumbing to \$2,500 (see Optional Coverage for details).

Plumbing Coverage: Tub-spouts and tub diverter valves (replaced with chrome builder's standard) and gas sediment trap. Sensor faucet coverage limit per plan, \$400.

Radiant Heat Upgrade: Increases the Standard Plan limit per Plan by \$1,000 (\$2,500 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.

Stoppage Coverage: We will pay \$350 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

Limited Code Upgrade/Modification: HGHW will pay up to \$300 for code requirements and modifications needed, in aggregate under this contract for corrections, repairs, replacements 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.

Microwave Oven (Built-in only): Interior lining, door glass, clock, and shelves.

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.

Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining, and clock.

Permits: When local building permits are required prior to rendering a covered service, we will provide up to \$250 per occurrence for required permits. **We will not be responsible for service when permits cannot be obtained.**

Plumbing: Showerheads and shower arms (replaced with chrome builder's standard when necessary), faucets, hose bibs, and toilets (replaced with like quality up to \$600 per occurrence).

Refrigerant Recapture, Reclaim and Disposal: HGHW will pay costs related to freon recapture, reclaim and disposal (if required).

Trash Compactor: Removable buckets, lock and key assembly.

Water Heater: Failures caused by sediment and expansion tanks.

ground level cleanout; 2) Stoppages due to roots. We may provide, at our option, a cash settlement in lieu of performing the work.

Toilet Replacement: In the event of sediment/calcium build-up that affects operation, toilet will be replaced with a like quality toilet.

Water Heater/Heating System Coverage: Replacement of flues and vents, if required, to effect repair or replacement of a covered claim (\$500 limit).

Zone Control Coverage: Zone Control System coverage up to \$500 aggregate.

\$250 Increased Limit Coverage: Covered items: Any maximum limit for repairs covered under this warranty is increased by \$250 aggregate per contract term. **Not Covered: Conditions that were known prior to the close of escrow or noted in an inspection report.**



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Optional Coverage

To determine the costs of options for Duplex, Triplex or Fourplex, simply multiply the option cost by the number of units. For example: Pest Control on Triplex is 3 x \$30 = \$90.

| | |
|--|-------|
| Booster Pump | \$70 |
| Casita/Guest House (4 Star Plan only) under 800 sq. ft. | \$340 |
| 801-2,500 sq. ft. | \$395 |
| Enhanced Slab Leak and External Pipe Leak Coverage (included with 5 Star Plan) | \$100 |
| Homeowners Insurance Deductible | \$30 |
| Kitchen Refrigerator | \$50 |
| Kitchen Refrigerator/Washer/Dryer | \$90 |
| Ornamental Fountain (per fountain) | \$100 |
| Outdoor Kitchen | \$125 |
| Pest Control (Limited) | \$30 |
| Additional Refrigerator Units (up to 4 units, includes Freestanding Freezer) | \$50 |
| Roof Leak Coverage (Limited) (Single Family Home) | \$100 |
| Roof Leak Coverage (Limited) (Multi-unit up to Fourplex. Multiply by number of units) | \$100 |
| Roof Leak Coverage (Limited) (Manufactured homes) | \$75 |
| RV Garage Door and A/C | \$70 |
| Sewage Ejector Pump | \$25 |
| Smart Home | \$75 |
| Solar Hot Water System | \$250 |
| Solar Pool/Spa Equipment (only available with Pool/Spa Equipment Coverage) | \$250 |
| Swimming Pool/Spa Equipment/Salt Water Circuit Board and Cell (no additional charge if separate equipment) | \$180 |
| Washer/Dryer (per set) | \$75 |
| Water Softener/Reverse Osmosis Water Filtration System | \$70 |
| Well Pump | \$100 |
| \$50 Trade Call Fee Option | \$80 |
| \$250 Increased Limit Coverage (included with 5 Star Plan) | \$50 |

A Quick Reference Guide Regarding Limits

*with 5 Star Plan **with 4 Star Plan ***with 3 Star Plan

Coverage Plan Limits: We have coverage limits like all home warranty companies. We have listed these for a clear and simple review. For multiple-units our limits are per dwelling (see contract for complete explanation of coverage).

Access, diagnosis, repair and/or replacement of the following items are limited as follows:

Buyer's Coverage Plan Limits:

| | Dollar Limits Per Plan |
|---|---------------------------|
| Booster Pump/Well Pump | 1,500 |
| Central Air Conditioning/Heating | *2,500, **2,000, ***1,500 |
| Code Violations & Permits | **300 |
| Code Violations/Modification Upgrade | *1,500 |
| Ductwork | 1,000 |
| Enhanced Slab Leak and External Pipe Leak Coverage | *2,500 |
| Flues, Vents, Humidifier, Air Cleaner, and Nest Thermostat | *500 |
| Homeowners Insurance Deductible Coverage | 500 |
| Kitchen Appliances (per appliance) | 3,500 |
| Kitchen Refrigerator | 5,000 |
| Manufacturer Warranty | 1,000 |
| Ornamental Fountain | 500 |
| Outdoor Kitchen | 1,200 |
| Plumbing Pipe Leaks in Concrete or Inaccessible Plumbing Lines | 1,500 |
| Radiant Heat, Diagnosis and Repair or Replacement of Hot Water Heater | 1,500 |
| Radiant, Steam Circulating, Diesel Oil, Glycol, Geothermal, Water Cooled and Water Source Heating & Air Conditioning System | *1,500 |
| Additional Refrigerator Units (up to 4 units) | 1,500 |
| Roof Leak Coverage (Limited) | |
| Manufactured Homes | 500 |
| Single Family Homes | 1,000 |
| Multi-unit up to Fourplex | 1,000 |
| RV Garage Door and A/C | 1,500 |
| Salt Water, Circuit Board & Cell, Pool Heater | 1,500 |
| Sensor Faucet | *400 |
| Sewage Ejector Pump | 500 |
| Smart Home Features | 5,000 |
| Water Heater (Tankless, Power-vent or over 50 Gallon) | 1,600 |
| Water Softener/RO Water Filtration System | 600 |
| Zone Control System | 500 |

Contract Warranty Services

A. Coverage For All Plans

1. CEILING FANS, ATTIC FANS, WHOLE HOUSE FAN, 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.

2. CENTRAL AIR CONDITIONING

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, swamp cooler pads, swamp cooler covers (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal and/or water source heat pumps, zoning systems, humidifiers, cooler pads, roof jacks or stands, use of cranes per occurrence 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.

Note: Combined diagnosis and repair or replacement for air conditioning and heating systems is limited to \$1,500 aggregate per contact term.

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 (per occurrence).

4 Star Plan: Filters, register grills, use of crane per occurrence, window units, and swamp cooler pads. Refrigerant Recapture, Reclaim and Disposal: GHWW will pay costs related to freon recapture, reclaim and disposal (if required). Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,000 aggregate per contact term.

5 Star Plan: Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,500 aggregate per contact term.

5 Star Zone Control Coverage: Zone Control System coverage up to \$500 aggregate.

3. 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.

Not Covered: If the appliance is unrepairable, HomeGuard HomeWarranty does not match brand, color or size.

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.

4. DUCTWORK

Covered Items: Supply and return air lines that have become disconnected to the plenum box and/or registers and grills.

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 \$600 aggregate per contract term for repair of ductwork.

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, tracing of lines.

Not Covered: If the appliance is unrepairable, HomeGuard HomeWarranty does not match brand, color or size.

4 Star Plan: Carbon monoxide detectors.

6. GARAGE DOOR OPENER

Covered Items: Wiring, motor, switches, receiver unit, track drive assembly, carriage, capacitor, push arm and RV garage door opener.

Not Covered: Garage doors, hinges, springs, cables, remote transmitter, rollers-guides, sensor adjustments, cables.

4 Star Plan: Hinges, springs, cables, and remote transmitters, key pads, sensors, roller guides.

7. 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, including mini split ductless systems, Glycol, and geothermal systems. 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.

Not Covered: Solar heating systems, cable heat (in ceilings and floors), 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 per occurrence, 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 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, smart vents.

Note: Combined diagnosis and repair or replacement for air conditioning and heating systems is limited to \$1,500 aggregate per contact term.

Note: For heat pumps and heat pump package units, coverage under Central Air Conditioner/Cooler applies.

Note: We will not pay in excess of \$1,500 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.

4 Star Plan: Covers register, grills, filters, heat lamps. Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,000 aggregate per contact term.

5 Star Plan: Covers replacement of flues, vents, humidifier, air cleaner, and nest thermostat if required, to effect repair/replacement of a covered claim up to \$500 aggregate. Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,500 aggregate per contact term.

5 Star Radiant Heat Upgrade: Increases the Standard Plan limit per Plan by \$1,000 (\$2,500 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.

5 Star Zone Control Coverage: Zone Control System coverage up to \$500 aggregate.

8. KITCHEN APPLIANCES

Not Covered: If the appliance is unrepairable, HomeGuard HomeWarranty does not match brand, color or size.

Note: Limit \$3,500 aggregate per appliance.

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, runner guards.

4 Star Plan: Racks, rollers, baskets, runner guards.

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.

4 Star Plan: 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, door and door handle unless affecting the operation of the unit, trim kits.

4 Star Plan: 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.

4 Star Plan: Removable buckets, lock and key assemblies.

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 maximum per contract term for diagnosis, repair or replacement.

9. PLUMBING STOPPAGES

Covered Items: Clearing of sewer lines and mainline stoppages with standard sewer cable 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. Includes unlimited footage to clear drain line stoppage.

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.

5 Star Stoppage Coverage: We will pay up to \$350 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.

10. 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 attached garage, shower/tub valves, faucet, (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, risers and gate valves, ice-maker water line, air switches, pressure regulators, sink and bathtub basket strainers, pop-up assemblies.

Not Covered: Bathtubs, sinks, 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, tub spout and tub spout diverter, fire suppression systems, sensor faucets, manifold to supply lines.

4 Star Plan: Showerheads and shower arms, (replaced with chrome builder's standard when necessary), faucets, hose bibs, toilets (replaced with like quality up to \$600 per occurrence).

5 Star Toilet Replacement: In the event of sediment/calcium build-up, toilet will be replaced with a like quality toilet.

5 Star Plumbing Coverage: Tub-spouts and tub diverter valves (replaced with chrome builder's standard), gas sediment trap.

5 Star Enhanced Slab Leak and Additional Pipe Leak Coverage: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.

5 Star Sensor Faucet Coverage: Limit per plan \$400.

Note: With respect to concrete-encased or inaccessible plumbing lines, access and repair is limited to \$1,500 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 maximum per contract term for diagnosis, repair or replacement in regards to Polybutylene Plumbing.

Note: If a reroute is necessary the coverage is limited to the cost of the repair.

11. 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.

4 Star Plan: Failures caused by sediment, expansion tanks.

5 Star Plan Covers: Replacement of flues and vents, if required, to effect repair/replacement of a covered claim.

Contract Warranty Services

Note: \$1,600 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 \$1,600 will be given to the homeowner in lieu of replacement.

12. \$250 INCREASED LIMIT COVERAGE (Included in 5 Star Plan, \$50 for 3 & 4 Star Coverage)

Covered Items: Any maximum limit for repairs covered under this warranty is increased by \$250 aggregate per contract term.

Not Covered: Conditions that were known prior to the close of escrow or noted on the inspection report.

5 Star Plan Coverage: Increases any maximum limit an additional \$250 (\$500 aggregate per contract).

B. Optional Coverage

1. BOOSTER PUMP

Covered Items: Pump utilized for main dwelling only. Domestic use only.

Not Covered: Control Boxes; pressure switches; capacitors or relays; cost of locating pump.

Note: One booster pump/well pump per plan. Limited to \$1,500 maximum per contract term.

2. ENHANCED SLAB LEAK AND EXTERNAL PIPE LEAK COVERAGE

(Included in 5 Star Plan) (Available on detached single family homes only.)

Enhanced Slab Leak Coverage: HGHW will increase the Standard Plan limit by \$1,000 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 attached garage.

External Pipe Leak Coverage: HGHW 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 maximum per contract term for diagnosis, repair or replacement.

5 Star Plan Covers: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.

3. HOMEOWNERS INSURANCE DEDUCTIBLE COVERAGE

If a claim is paid by your Homeowners Insurance as a result of secondary damage caused by a covered failure, we will reimburse you up to a maximum of \$500 toward your deductible. All claims for deductible are handled separately from the request for service. To receive reimbursement, you must provide to our reasonable satisfaction proof of an insurance deductible paid specifically in regard to secondary damage caused solely by a system or appliance failure covered by the plan within 90 days of service. Send proof to service@HGHW.com. In addition, any questions or concerns should be directed to service@HGHW.com.

4. 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.

4 Star Plan Covers: Ice makers (replaced with like quality up to \$1,000 per occurrence), 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 per occurrence).

Note: Diagnosis and repair or replacement is limited to \$5,000 aggregate per contract term.

5. ORNAMENTAL FOUNTAIN (Including pond and pool fountains)

Covered Items: Motor and pump assembly. Multiple motors/pumps contained within each fountain will be covered including overflow/negative edge/infinity pool motor and effect pump.

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

Note: Repair or replacement is limited to \$500.

6. OUTDOOR KITCHEN

Covered Items: All components that effect the primary functional operation of the outdoor kitchen. Faucet (builders standard), garbage disposal, ceiling fan, built-in kitchen appliances and systems; limited to ice-maker, refrigerator, wine refrigerator, and freezer (not to exceed six cubic feet each). Coverage also includes above ground and accessible plumbing pipes (water/supply/drain/gas) and electric wiring/outside specific to the outdoor kitchen. (\$1,200 limit).

7. PEST CONTROL (LIMITED)

Treatment within the interior of the main foundation of the home and attached garage for the following pests: ants, sowbugs, millipedes, crickets, roaches, centipedes, silverfish, pillbugs, earwigs, clover mites, spiders, mice, and scorpions.

Not Covered: Fire/pharaoh/carpenter ant varieties; continuous treatment programs; cost to fumigate, including tenting the home; rodent proofing; bed bugs, and rats.

8. ADDITIONAL REFRIGERATORS

Four additional refrigeration systems, such as: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer, and free standing ice maker.

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 aggregate per contract term.

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

Note: Coverage cannot be added at the time of renewal

9. ROOF LEAK COVERAGE (LIMITED)

(Single Family, Manufactured Homes and Multi-Units up to Fourplex)

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, or leaks manifested prior to the effective date of this plan.

Note: Coverage is not available for homes over 5,000 square feet. An actual water leak must occur during the coverage period for coverage to apply under this plan. We will pay up to \$1,000 for multi-units up to Fourplex 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. 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. Improper install does not apply. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply.

10. RV GARAGE DOOR AND A/C

See Garage Door and Central Air Conditioning for coverage details.

Note: \$1,500 maximum per contract term.

11. SEWAGE EJECTOR PUMP

Covered Items: All components and parts that affect operation of sewage ejector pump, aerobic pump and grinder pump.

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 maximum for repair and/or replacement.

12. SMART HOME

Covered Items: Wi-fi enabled thermostat, doorbell, door lock and garage door opener. Smart outlets and switches. Wi-fi enabled smart home hub. Coverage limit for diagnosis, repair or replacement is limited to \$5,000.

13. 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: \$1,500 maximum per contract term for diagnosis, repair or replacement.

Note: Coverage cannot be added at the time of renewal

14. SOLAR POOL/SPA EQUIPMENT

Covered Items: Solar Pump, Panel and Heater.

Note: Only available with Pool and Spa Equipment Coverage.

Note: \$1,500 maximum per contract term for diagnosis, repair or replacement.

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

Note: Coverage cannot be added at the time of renewal

15. SWIMMING POOL/SPA EQUIPMENT

Covered Items: Above ground and accessible working parts and components of heating and filtration system including heater, motor, 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, salt water control unit, salt cell, and flow sensor for the salt water chlorinator is limited to \$1,500 aggregate per contract term.

16. WASHER/DRYER (Per Set)

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, plastic mini tubs, soap dispensers, filter screens.

Not Covered: If the appliance is unrepairable, HomeGuard HomeWarranty does not match brand, color or size.

Note: Limit \$5,000 aggregate per set.

17. 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: \$600 maximum per contract term.

18. 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.

Note: One well pump/booster pump per plan. Limited to \$1,500 maximum per contract term.

19. \$50 TRADE CALL FEE OPTION

Reduces the price of the deductible from \$85 to \$50 during contract term.

20. \$250 INCREASED LIMIT COVERAGE (Included in 5 Star Plan)

Covered Items: Any maximum limit for repairs covered under this warranty is increased by \$250 aggregate per contract term.

Not Covered: Conditions that were known prior to the close of escrow or noted on the inspection report.

5 Star Plan Coverage: Increases any maximum limits an additional \$250 (\$500 aggregate per contract).

Contract Warranty Services

Arbitration Agreement please read carefully:

Any dispute, controversy or claim arising out of or relating to this policy or the breach thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by final and binding arbitration filed by the aggrieved party with and administered by the ADR Services, Inc. (hereinafter "ADR Services") before a sole arbitrator and conducted pursuant to the ADR Services Arbitration Rules in effect at the time the claim is filed. The arbitration shall be binding with no right of appeal. The Rules, information and forms of ADR Services may be obtained from adrservices.com or by contacting ADR Services, 900 Avenue of the Stars, Suite 200, Los Angeles, California 90067, Telephone: 310-201-0010, Fax: 310-201-0016. The arbitration of all disputes shall be decided by a neutral arbitrator selected by the parties or pursuant to Paragraph 11 of the ADR Services Arbitration Rules, and judgment 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 ADR Services office, or another location to which the parties mutually agree. 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. Policy holder's may also resolve complaints under the provisions of A.R.S. 520-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. **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, HGHW will not be responsible for reimbursement of that cost. Upon receiving a request for service, HGHW 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. HGHW will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service within 24 hours. If the contract holder should request HGHW 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, 866-993-2302.
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.
9. This contract covers single-family dwellings under 5,000 square feet unless amended by HGHW prior to the close of escrow. Call 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. Coverage on leased property and vacation rentals is available for the lessor only. Contract fees are due and payable to HGHW upon execution of the lease. Coverage continues for 12 months from the lease origination date.

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

- 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.
- Are in good, safe working order at the start of coverage and were correctly installed.
- 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.
- **Pre-existing conditions are not covered.**
- **If not stated under "covered" it is excluded from our contract.**

Coverage may apply to a malfunction which existed on the effective date of the Home Owners 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.

Contract holder must cooperate with HGHW in HGHW'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 HGHW's representatives; (b) providing truthful and accurate information to HGHW's representatives to full extent of contract holder's knowledge; (c) making premises available at reasonable times for inspection; and (d) providing HGHW with all estimates, damage evaluations, fire and police reports, and all other relevant documentation within 10 calendar days of a HGHW 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.

SERVICE CALL FEE

There is a \$95 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 service contractor is in route to the customer's home;
- A customer fails to provide accessibility necessary to perform the service request;
- A service contractor's diagnosis results in a complete or partial exclusion of coverage;
- HGHW 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 HGHW during the term of this contract. Pest control service work is guaranteed for 30 days from the original date of service.

COVERAGE

Renewal coverage will begin following receipt of payment by HGHW. Coverage for homes outside of escrow will begin 30 days following receipt of payment by HGHW. Optional Coverage selected may be unavailable at time of renewal. You must request and pay for Optional Coverage within the 30 day grace period.

RENEWAL

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 HGHW in writing to discontinue future plan coverage 30 days prior to the expiration of the current contract. Offer for future coverage is at HGHW's sole discretion. You will be notified of rates and terms for continuation coverage.

Limits of Liability

HGHW's liability is limited to failures due to normal wear and tear.

ACCESS

HGHW 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.

- When a covered plumbing service is performed, access will be provided through unobstructed walls, ceilings, and floors only.
- When access is provided under this contract, restoration to wall, closets, floors, ceiling, or the like will be to a rough finish only.
- We are not responsible for providing or closing access to covered items, except as noted above and in coverage plan limits.
- We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
- We do not excavate or backfill.

GENERAL LIMITATIONS

This plan does not cover system or appliances, repairs, replacements, or upgrades required as a result of:

- A malfunction due to missing components or equipment.
- A malfunction due to lack of capacity of the existing system or appliance.
- A malfunction due to a system or appliance with mismatched components in terms of capacity or efficiency (unless otherwise noted in the contract).
- Routine maintenance or cleaning.
- Damage caused by people, pests, misuse and abuse, and pets.
- Missing parts.
- Improper repair, installation and/or modifications (unless otherwise noted in the contract).
- Repairs or replacements that are subject to manufacturer warranty are limited to \$1,000 aggregate (for labor only).
- Repair, replacement, installation or modification of any covered system or component for which a manufacturer has issued a warning, recall or other design flaw or determination of defect.

This plan does not cover:

- Cosmetic or other defects that do not affect the functioning of the unit.
- Solar Systems and Components (unless otherwise noted in the contract).
- Electronic, computerized, pneumatic, energy or manual management systems.
- Systems or appliances classified by the manufacturer as commercial or commercial equipment modified for domestic use. Any system or appliance that is solely been used for commercial use.
- Systems or appliances will be repaired or replaced with matching similar features, capacity and efficiency. We do not match brand, color or dimensions. If feature is no longer available, our obligation is limited to equivalent unit based on available existing features.
- Systems and appliances that have no malfunction, that have not failed due to normal wear and tear or that are not installed for diagnosis.
- Service requested prior to the effective date of the coverage or after the expiration date of coverage.
- Service requested for Optional Coverage not purchased, or for options not available to Home Seller.
- Restocking and return shipping fees.

HGHW will determine whether a covered item will be repaired or replaced. We have the right to a second opinion. The homeowner may order his/her own second opinion but shall be responsible for the cost.

PERMITS AND OTHER FEES

- 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.
- HGHW 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, HGHW is not responsible or liable for the cost of construction, carpentry, or other structural modifications made necessary by installing upgraded equipment.
- The cost to haul away components, systems or appliances that have been replaced (unless otherwise noted in this contract).
- The cost of cranes or other lifting equipment (unless otherwise noted in this contract).
- Relocation of equipment.
- The systems or appliance must have a failure in order for the code criteria to apply.

GENERAL EXCLUSIONS

- When parts are necessary for completion of service, HGHW will not be responsible for delays that occur in obtaining those parts. HGHW reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.
- This plan does not cover services due to smell, noise, fire, flood, smoke, power failure, surge/and or overload, soil movement, structural changes, design deficiency, inadequate design, accidents, riots, war, vandalism, land subsidence, slope failure.
- HGHW 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 HGHW control, including but not limited to delays in securing parts, equipment, labor difficulties and/or weather.
- We do not pay, nor are liable for secondary or consequential loss or damage; personal or property loss or damage; or bodily injury of any kind.
- We do not pay for food spoilage; loss of income; utility bills; or living expenses.
- Common/shared systems and appliances are not covered except for a duplex, triplex, and/or fourplex. 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 unless otherwise covered in this policy.
- 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 containments including but not limited, to asbestos, PCB's, lead paint or like are found or suspected, HGHW shall be under no obligation to service or repair the affected item or system.

ARIZONA CONTRACT HOLDERS

This contract may be cancelled by HGHW for the following reasons:

- Nonpayment of contract fees or other breach of this contract by the customer;
- Fraud or misrepresentation by the customer and/or customer representative of facts material to HGHW's issuance of this contract;
- Or a change in laws or regulations that has a material effect on the business of HGHW or HGHW'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 HGHW cancel the contract following the beginning of the contract term, the cancellation is subject to the following:

- If HGHW has not provided any services, the customer will receive a full refund of all contract fees paid, minus an administrative fee of \$75 or ten percent of the purchase price of the service contract, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to the service contract holder.
- If HGHW has provided services and the amount of the service costs incurred by HGHW is less than the contract fees paid, the customer will receive a refund of the contract fees paid, less the service costs incurred by HGHW, minus an administrative fee of \$75 or ten percent of the purchase price of the service contract, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to the service contract holder.
- 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.

CASH IN LIEU/REPLACEMENT

Circumstances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, HGHW 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:

- HGHW 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:
 - Following a response to a covered breakdown, the item would remain non-compliant with applicable laws, regulations or code requirements.
 - The item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown.
 - An item becomes non-repairable and a replacement item is no longer available.
- HGHW may also offer you the option of accepting cash in lieu of repair or replacement services based on what HGHW would ordinarily expect to pay for parts and labor for covered items, an amount that is usually less than retail cost or actual cost. HGHW is not obligated to extend such an offer in any particular instance. Such offers are typically made subject to restrictions and must be submitted during the contract term.

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