

Nevada

13 Month Plan



Plans & Pricing
starting at

\$370!

**2 Year Plans
Available!**

**\$25
Home Inspection
Discount**

**\$25 Military
& First Responder
Discount**

www.HGHW.com

Our Plans Include*

Re-Key Coverage 

Kitchen Refrigerator/Washer/Dryer Coverage 
Available with 4 and 5 Star Plans

Roof Leak Coverage (Limited) 
Available on Single Family & Manufactured Homes

27 Optional Coverages Available

NEW! Gas Fireplace 

NEW! Appliance Limit Upgrade 

Smart Home 

\$50 Trade Call Fee 

To order



*For Home Buyers

Order: 866-993-2301 • Service: 866-993-2302



Executive Program

Once a policy is purchased our Executive Program Coordinator goes to work for you:

- We review your current home warranty coverage.
- We explain the basics of how a home warranty contract will work.
- If requested we assist in adding optional coverage that may be needed.

We know problems can be avoided when the benefits and limitations of a Home Protection Plan are fully understood.

This **exclusive program** ensures that you have the **right coverage** and that we provide the **best solutions** should a claim arise.

The HomeGuard Promise

At HomeGuard your home is our business.

HomeGuard HomeWarranty offers unparalleled professionalism, reliability and customer service.

- We staff our offices with professionals who will handle your account and ensure your satisfaction.
- Thousands of Real Estate Agents 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.

You can trust a company with a BBB A+ business rating that has been servicing their clients with integrity and outstanding service since 2006.



What is a HomeGuard HomeWarranty?

Our home warranty is a renewable contract which offers protection for the major systems and appliances in a home.

We offer protection for home buyers and sellers, as well as current homeowners.

	Typical Costs to REPAIR	Typical Costs to REPLACE
Air Conditioner	\$273	\$5,600
Oven and Range	\$622	\$2,480
Water Heater	\$355	\$3,200
Refrigerator	\$550	\$2,500
HVAC	\$275	\$2,600
Electrical System	\$375	\$2,500



If a malfunction or breakdown occurs you can be assured that we are there to help. Our network of responsible and professional technicians will respond and won't leave until you are completely satisfied.

Trust us, if you don't have a home warranty, repairs can be very expensive.

Home sellers benefit because homes sell faster for higher prices. There is no worry about the costs of unexpected malfunctions or breakdowns during or after the sale is complete.

Home buyers benefit because they are protected against those pesky malfunctions and breakdowns. They can call for **service 24 hours a day, 7 days a week, 365 days a year!**

We have been setting the Standard for Coverage and Service since 2006!

Managing home repairs with HGHW, 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 talk to a live representative or go to our website at www.HGHW.com to request service!
24 hours a day, 7 days a week, 365 days a year.
- 2** We'll select an authorized repair technician to call you personally to schedule a service time. If we have your email address, we will send you an email confirmation verifying the service request and the repair technician's contact information.
- 3** Pay the technician the \$85 trade call fee—*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 and A/C system stops cold, rest assured that your repair needs will be taken care of promptly, professionally, and with the utmost respect for your home.



3 Star Plan Covers (Available for Buyers and Sellers)

Please reference contract for coverage details.

Air Conditioning

Ceiling, Attic and Exhaust Fans

Central Vacuum System

Dishwasher

Doorbells

Electrical System

Garbage Disposal

Garage Door Opener

Heating System
(Primary gas, oil or electric)

Instant Hot Water Dispenser

Microwave Oven (Built-in only)

Pest Control (Limited) (Buyers only)

Plumbing System and Stoppages

Range/Oven/Cooktop

Re-Key Coverage
(Buyers only)

Roof Leak Coverage (Limited)
(Single Family and Manufactured Home only/
Buyers only)

Smoke Detectors

Telephone Wiring

Trash Compactor

Water Heater



3

Protecting your home with pride

4 Star Plan Covers (Includes 3 Star Coverage/Available for Buyers only)



4

Air Conditioning: We cover filters, register grills, and window units, condensate drain pumps, and secondary drain pans.

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 \$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 transmitters, key pads, sensors, and roller guides.

Heating: Register, grills, filters, and heat lamps.

Ice-makers: Ice-makers, 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.

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.

Limited Code Upgrade/Modification: HGHW will pay up to \$250 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.

5 Star Plan Covers (Includes 3 & 4 Star Coverage/Available for Buyers only)

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Code/Modification Upgrade:

We will pay \$1000 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, Page 7, 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 \$1000 (\$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 \$250 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.

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.



A Quick Reference Guide Regarding Limits

*with 5 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:

Dollar Limits Per Plan

During Seller's Coverage

When Optional Seller's Coverage is selected
for Central Air Conditioning.....1,500
Heating System/Ductwork..... 500

Buyer's Coverage Plan Limits:

Appliance Limit Upgrade5,000
Ductwork.....1,000
Emergency Portable A/C or Heater Reimbursement 300
Enhanced Slab Leak and External Pipe Leak Coverage..... *2,500
Gas Fireplace..... 500
Kitchen Refrigerator.....5,000
Ornamental Fountain..... 500

Outdoor Kitchen.....1,000
Plumbing Pipe Leaks in Concrete or Inaccessible Plumbing Lines1,500
Radiant Heat, Diagnosis and Repair or Replacement of Hot Water ...1,500
Radiant, Steam Circulating, Diesel Oil, Glycol, Geothermal, Water Cooled and Water Source Heating & Air Conditioning System *2,500
Additional Refrigerator Units (in total)1,500
Roof Leak Coverage (Limited)
 Manufactured Homes 500
 Single Family Homes1,000
 Multi-unit up to Fourplex1,000
Salt Water, Circuit Board & Cell1,500
Septic Tank Pumping..... 500
Sewage Ejector Pump..... 500
Solar Pool/Spa Equipment.....1,500
Solar Hot Water System1,500
Water Softener/RO Water Filtration System..... 500
Water Heater (Tankless, power-vent or over 50 gallon).....1,500
Well Pump.....1,500
Zone Control System 500



NEVADA RESIDENTS: If the emergency renders the dwelling unfit to live in due to defects that immediately endanger health or safety, repairs will commence within 24 hours, and be completed as soon as practicable. If repairs cannot be completed within three calendar days, we will provide a status report as to when repairs will be completed to you and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov.

If you are not satisfied with the manner in which we are handling your request, you may contact the Commissioner directly at 888.872.3234.

Contract Warranty Services

A. Coverage For All Plans

1. CENTRAL AIR CONDITIONING (DUCTED)

Coverage for home buyer only unless Optional Seller's Coverage A/C is selected for \$70.

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 geo-thermal 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.

4 Star Plan: Filters, register grills, use of crane per occurrence, window units, and swamp cooler pads. Refrigerant Recapture, Reclaim and Disposal: HGHW will pay costs related to freon recapture, reclaim and disposal (if required).

4 Star Plan: HGHW will perform the following maintenance to winterize or re-establish swamp cooler. Remove pad panels and clean bottom of cooler, replace cooler pads, lubricate blower bearings and motor, check fan belt, install existing pump, disconnect or connect water line and supply tubing.

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

Note: During seller's coverage period, we will not pay in excess of \$1,500 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 (per occurrence).

2. 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.

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.

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. 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.

4 Star Plan: Carbon monoxide detectors.

5. 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 aggregate per contract term for repair or replacement of ductwork.

6. GARAGE DOOR OPENER

Covered Items: Wiring, motor, switches, receiver unit, track drive assembly, carriage, capacitor, push arm.

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

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

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.

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 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, smart vents.

4 Star Plan: Register, grills, filters, heat lamps.

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

5 Star Radiant Heat Upgrade: Increases the Standard Plan limit per Plan by \$1000 (\$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.

Note: During seller's coverage period, we will not pay in excess of \$500 for diagnosis and repair or replacement of the furnace and/or ductwork.

8. 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, 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.

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. 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; rats.

10. 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.

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 \$250 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.

11. 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, 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, 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, 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 External Pipe Leak Coverage: Increases total limit of concrete encased or inaccessible plumbing to \$2,500.

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).

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.

Note: See Access for exclusions (page 10).

12. RE-KEY COVERAGE

Covered Items: Service is available one-time per contract. Service includes the re-key of up to 6 (six) keyholes and 4 (four) copies of the new keys when re-keying or lock replacement is needed in response to deterioration, wear and tear, or an inherent defect in the lock and/or key being replaced.

Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks in or on gate padlocks, windows, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.

Note: You will be responsible for payment directly to the locksmith for any and all additional services.

Note: Not available under Sellers Coverage or Outside of Escrow.

13. ROOF LEAK COVERAGE (LIMITED)

(Single Family and Manufactured Homes/Coverage for Home Buyer Only)

Covered Items: Active 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. Metal roof covered for manufactured home only.

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 single family home or \$500 for manufactured home 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. 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.

14. 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.

Note: \$1,500 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 will be given to the homeowner in lieu of replacement.

Note: Homes under 5,000 sq. ft. only one water heater applies and optional coverage can be purchased for \$50 if more than one water heater in the home.

B. Optional Coverage

1. A/C AND HEATING SYSTEM PRE-SEASON TUNE-UPS

We will perform one A/C Pre-Season Tune-up between February and April and one Heating System Pre-Season Tune-up between September and November. You are responsible for requesting the tune-up during the pre-season period.

Maintenance tune-ups are provided for one unit. A trade call fee is due for each seasonal tune-up requested. If you would like additional units tuned-up, you are responsible to pay the Service Provider directly for each additional unit. If covered service beyond the tune-up is required, an additional trade call fee is due.

Calibrate thermostat, test temperature split, check refrigerant levels & system pressures and add refrigerant if necessary, perform amp draw on condenser coils, check contractors, check accessible condensate lines for leaks, clean or replace filters (owner supplied), clean & tighten electrical connections, test capacitors, and check heating operation, inspect pilot system, test safety switches, test limit switches, and clean burners.

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

4 Star Plan Covers: Filters.

2. APPLIANCE LIMIT UPGRADE - NEW!

Covered: An additional \$5,000 will be applied toward the standard limitation to the diagnosis, repair, or replacement of kitchen appliances, clothes washer and dryer, refrigerator (when Buyer's Coverage Options are purchased or included in the contract) and additional refrigerator (when Additional Refrigerator Option is purchased). All other terms and conditions or coverage apply.

Note: Coverage for Buyer only and is not available with Renewal, Sellers or Outside of Escrow contracts.

3. 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.

4. EMERGENCY PORTABLE A/C OR HEATER REIMBURSEMENT

Covered Items: Home Buyer may request up to a maximum of \$100/day (\$300 maximum) toward the reimbursement of a portable A/C or Heater rental or purchase if the primary residence is rendered uninhabitable due to covered events beyond the Home Buyer's control, and as a result of the only cooling or heating system being non-operational for 24 hours or more from the time of the first visit by the Service Provider due to the delay in availability of the required parts for the completion of repair. Home Buyer must submit receipt during contract term for reimbursement. Coverage limited to a maximum of \$300 per contract term.

5. ENHANCED SLAB LEAK AND EXTERNAL PIPE LEAK COVERAGE (Included in 5 Star Plan)

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

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.

6. GAS FIREPLACE - NEW!

Covered Items: Gas valve, pilot assembly, gas log lighter, thermocouple, wall switch associated with ignition or fan, blower fan and blower motor.

Not Covered: Remote systems, grain, wood, or pellet stoves, decorative logs, hinged mechanisms, glass, damper, flue, and firebox.

7. HOME INSPECTION DISCOUNT OPTION

A \$25 discount will be given at the close of escrow or to the purchasing party when we receive a property inspection on the related property.

Note: Discount only valid when our property inspection is performed on specific property.

Note: Only one \$25 discount per property inspection. Multiple discounts will not apply to duplexes, triplexes or fourplexes.

8. 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. Send proof to service@HGHW.com. In addition, any questions or concerns should be directed to service@HGHW.com.

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.

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.

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

10. MILITARY/FIRST RESPONDER DISCOUNT

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

Contract Warranty Services

11. ORNAMENTAL FOUNTAIN (Including pond and pool fountains)

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.

12. 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. (\$1,000 limit).

13. 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 will repair or replace said system or appliance.

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

14. ADDITIONAL REFRIGERATOR OPTION (Including Freestanding Freezer/ Only available when Kitchen Refrigerator Option is purchased)

Four additional refrigeration systems, such as: additional refrigerator, wet bar refrigerator, wine refrigerator and freestanding 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, interior thermal shells, food spoilage, insulation, multi-media centers, wine vaults, cost of recapture or disposal of refrigerator, 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: Coverage cannot be added at time of renewal.

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

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

15. ROOF LEAK COVERAGE (LIMITED)

(Multi-units up to Fourplex/Coverage for Home Buyer Only)

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.

16. 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.

17. SELLERS COVERAGE 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 geo-thermal 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.

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

Note: During seller's coverage period, we will not pay in excess of \$1,500 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 (per occurrence).

18. 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 maximum per contract term for diagnosis, repair or replacement.

19. 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 maximum per contract term for diagnosis, repair or replacement.

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

20. 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 and sand filters.

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 aggregate per contract term.

21. 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 maximum per contract term.

22. 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.

23. WASHER/DRYER (Per Set/Home Buyer Only)

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.

Note: Ownership of the washer and dryer must be transferred from seller to buyer in order for coverage to take effect. Non-conveyance of the washer and dryer will require a 30 day delay for coverage to begin.

24. 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 maximum per contract term.

25. 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: Limited to \$1,500.

26. \$50 TRADE CALL FEE OPTION

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

27. \$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 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, 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. 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.

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, vacation homes and the like. This coverage is for owned residential property only. Covered dwellings cannot be used for day care centers, nursing homes, care homes, fraternity/sorority houses, short term rentals (Vrbo and Airbnb) or any other commercial purpose. Coverage on leased property is available for the lessor only. Contract fees are due and payable to HGHW upon execution of the lease. Coverage continues for 13 months or 2 years 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 attached 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 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. A simple mechanical test performed during first time use, after the start of the policy, will deem the failure pre-existing.

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.

TRADE CALL FEE

The contract holder is required to pay a trade call fee for each trade service request submitted to HGHW. For example, if a contract holder needs both a plumber and an appliance technician, each will require a separate trade call fee. Your specific trade call fee will be listed on the Declaration of Coverage mailed to you upon recipient of payment. The trade call fee is due once the contract holder requests service and is due at that time regardless of whether, a) the requested service is covered or denied, b) the diagnosis results in a complete or partial exclusion of coverage, c) the service provider is en route to the home and the contract holder cancels the appointment, d) contract holder fails to provide the necessary access to perform the service request, including not being home at the time of the prearranged appointment. Failure to pay a trade call fee will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term.

SERVICE WORK

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.

BUYER'S COVERAGE

Buyer's coverage starts at the close of escrow and continues for 13 months or 2 years provided the contract premium is paid at the close of escrow. (Premium must be received within 30 calendar days after close of escrow.) Where contract premium has not been received by HGHW 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 HGHW. Optional Coverage selected may be unavailable at time of renewal. There is a 60 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 60 day grace period. **This Plan is transferable to a new owner. In that event, please notify us.**

NEW CONSTRUCTION

New Construction Home Buyers Plan coverage and any optional coverage begins on the close of sale or the first anniversary of the close of sale and continues for five years from that date, provided that the plan fee is received by HGHW within 30 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. Anytime during the policy home buyer may call HGHW for assistance in the event of a problem with systems or HGHW will assist the home buyer 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.

OPTIONAL SELLER'S COVERAGE

Optional Seller's Coverage is available only in conjunction with the purchase of coverage for the Home Buyer and begins upon issuance of a confirmation number by HGHW and continues for 180 days, close of escrow or termination of listing, whichever occurs first. Seller's Coverage includes all items in the 3 Star Coverage except for Air Conditioning, Roof Leak (Limited), Pest Control and Re-Key. Optional Seller's Coverage for Air Conditioning must be selected for A/C Coverage. During Seller's Coverage period, we will not pay in excess of \$1,500 for diagnosis and repair or replacement of the air conditioning and related equipment. During Seller's Coverage period, we will not pay in excess of \$500 for diagnosis and repair or replacement of the furnace and/or ductwork. Seller's Coverage is not available on homes in excess of 5,000 square feet, multi-unit homes, guest homes, casitas and the like.

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.

Contract Warranty Services

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 systems 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.

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.

CANCELLATION

This contract may be cancelled by HGHW for the following reasons: (a) nonpayment by you of contract fees; (b) discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (c) if you harm or threaten the safety or well-being of HGHW, any employee of HGHW, a service technician, or any property of HGHW or of the paid service technician.

If this Plan is cancelled by us, you will receive a pro rata refund for the unexpired term less unpaid trade call fees. If this Plan is cancelled by us, we shall mail a notice to you at the last known address contained in our records, at least 15 days prior to cancellation, stating the reason and effective date of cancellation.

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

If this Plan is cancelled by you within the first 30 days of coverage and is void you will receive a full refund if no claim has been made for service and you return and/or notifies us within 20 days after the date that the provider mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract at the time it is purchased. However, if services have been rendered you will receive a pro rata refund for the unexpired term, less service costs incurred during the current contract year. If this Plan is cancelled after 30 days, you will receive a pro rata refund for the unexpired term, less service costs incurred during the current contract year. A 10% penalty per month shall be added to a refund not paid within 45 days of request to cancel.

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 886-993-2302 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.

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).

This Plan is backed by the full faith and credit of HomeGuard HomeWarranty, Inc., 510 Madera Avenue, San Jose, CA 95112.

Home Protection Plan Application

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

Step One - Plan Selection

3 STAR Coverage for Home Buyer

Includes 3 Star Coverage for Home Seller. Deduct \$70 from all Plans without A/C.

	13 Month	2 Year
Single Family Home	<input type="checkbox"/> \$430	<input type="checkbox"/> \$785
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$370	<input type="checkbox"/> \$670
Duplex	<input type="checkbox"/> \$615	<input type="checkbox"/> \$1,085
Triplex	<input type="checkbox"/> \$920	<input type="checkbox"/> \$1,650
Fourplex	<input type="checkbox"/> \$1,120	<input type="checkbox"/> \$2,015
New Construction (Years 1-5 or 2-6)	<input type="checkbox"/> \$680	N/A

4 STAR Coverage for Home Buyer

Includes 3 Star Coverage for Home Seller & Home Buyer.

	13 Month	2 Year
Single Family Home	<input type="checkbox"/> \$520	<input type="checkbox"/> \$960
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$460	<input type="checkbox"/> \$840
Duplex	<input type="checkbox"/> \$770	<input type="checkbox"/> \$1,370
Triplex	<input type="checkbox"/> \$1,145	<input type="checkbox"/> \$2,065
Fourplex	<input type="checkbox"/> \$1,445	<input type="checkbox"/> \$2,615
New Construction (Years 1-5 or 2-6)	<input type="checkbox"/> \$750	N/A

4 STAR Coverage Plus for Home Buyer

Includes 3 Star Coverage for Home Seller & Home Buyer. Includes Kitchen Refrigerator, Washer and Dryer.

	13 Month	2 Year
Single Family Home	<input type="checkbox"/> \$595	<input type="checkbox"/> \$1,080
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$535	<input type="checkbox"/> \$970

5 STAR Coverage for Home Buyer

Includes 3 Star Coverage for Home Seller. Includes 3 & 4 Star Coverage for Home Buyer.

	13 Month	2 Year
Single Family Home	<input type="checkbox"/> \$655	<input type="checkbox"/> \$1,190
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$605	<input type="checkbox"/> \$1,115
Duplex	<input type="checkbox"/> \$970	<input type="checkbox"/> \$1,740
Triplex	<input type="checkbox"/> \$1,345	<input type="checkbox"/> \$2,435
Fourplex	<input type="checkbox"/> \$1,645	<input type="checkbox"/> \$2,985

5 STAR Coverage Plus for Home Buyer

Includes 3 Star Coverage for Home Seller. Includes 3 & 4 Star Coverage for Home Buyer. Includes Kitchen Refrigerator, Washer and Dryer.

	13 Month	2 Year
Single Family Home	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,365
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$690	<input type="checkbox"/> \$1,265

Optional Coverage for Home Seller Only

Central A/C	<input type="checkbox"/> \$70
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Optional Coverage for Home Buyers Only

To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For example A/C & Heating Pre-Season Tune-up on Triplex = 3 x \$25 = \$75

	13 Month	2 Year
Home Inspection Discount	<input type="checkbox"/> (\$25)	N/A
Military/First Responder Discount	<input type="checkbox"/> (\$25)	N/A
A/C and Heating Pre-Season Tune-up	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50
Appliance Limit Upgrade - NEW!	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200
Booster Pump	<input type="checkbox"/> \$70	<input type="checkbox"/> \$70
Casita/Guest House (with 4 Star Plan) under 750 sq. ft.	<input type="checkbox"/> \$220	<input type="checkbox"/> \$440
750-2,500 sq. ft.	<input type="checkbox"/> \$330	<input type="checkbox"/> \$660
Emergency Portable A/C or Heater Reimbursement	<input type="checkbox"/> \$35	<input type="checkbox"/> \$70
Enhanced Slab Leak and External Pipe Leak Coverage (included with 5 Star Plan)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200
Gas Fireplace - NEW!	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50
Homeowners Insurance Deductible	<input type="checkbox"/> \$30	<input type="checkbox"/> \$60
Kitchen Refrigerator	<input type="checkbox"/> \$50	<input type="checkbox"/> \$75
Kitchen Refrigerator/Washer/Dryer (per set)	<input type="checkbox"/> \$120	<input type="checkbox"/> \$180
Ornamental Fountain (per fountain)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Outdoor Kitchen	<input type="checkbox"/> \$125	<input type="checkbox"/> \$125
Red Tag (after closing)	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50
Additional Refrigerators including Freestanding Freezer (up to 4 units; only available with Kitchen Refrigerator Coverage)	<input type="checkbox"/> \$50	<input type="checkbox"/> \$75
Roof Leak Coverage (Limited), Multi Unit up to Fourplex	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Septic Tank Pumping	<input type="checkbox"/> \$50	<input type="checkbox"/> \$50
Sewage Ejector Pump	<input type="checkbox"/> \$25	<input type="checkbox"/> \$25
Smart Home	<input type="checkbox"/> \$75	<input type="checkbox"/> \$150
Solar Hot Water System	<input type="checkbox"/> \$250	<input type="checkbox"/> \$250
Solar Pool/Spa Equipment (only available with Pool/Spa Equipment Coverage)	<input type="checkbox"/> \$250	<input type="checkbox"/> \$250
Swimming Pool/Spa Equipment/Salt Water Circuit Board and Cell (no additional charge if separate equipment)	<input type="checkbox"/> \$180	<input type="checkbox"/> \$360
Washer/Dryer (per set)	<input type="checkbox"/> \$85	<input type="checkbox"/> \$130
Water Softener/Reverse Osmosis Water Filtration System	<input type="checkbox"/> \$75	<input type="checkbox"/> \$75
Well Pump	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
\$50 Trade Call Fee	<input type="checkbox"/> \$80	<input type="checkbox"/> \$160
\$250 Increased Limit Coverage (included with 5 Star Plan)	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100

Total Cost (due at close of sale)

Step Two - Property to be Covered

Street _____

City _____ State _____ Zip _____

Step Three - Home Buyer/Seller Information

Buyer Name _____

Buyer Mailing Address _____

Buyer Phone # _____

Buyer Email Address _____

Seller Name _____

Seller Phone # _____

Seller Email Address _____

Step Four - Agent Information

Initiating Agent Information

☐ Listing Agent ☐ Selling Agent

Main Office Phone # _____

Company Name _____ City _____

Initiating Agent Name _____

Cooperating Agent Information

Main Office Phone # _____

Company Name _____

City _____

Cooperating Agent Name _____

Escrow Company Information

Escrow Company Name _____ City _____

Officer _____

Main Office Phone # _____

Escrow # _____

Estimated Close _____

Step Five - Sign and Submit

Real estate professionals offer this plan as a service to home sellers and buyers. They receive no commission or compensation for offering this plan. This home warranty is offered in conjunction with a real estate transaction.

Rejection of Coverage I/We acknowledge that I/We have been offered valuable protection within this warranty. I/We understand that I/We are foregoing such valuable protection of my/our own violation. I/We agree to hold harmless and release the Real Estate Agents, Brokers and Closing Agents from any and all liability, for the repair and replacement of any system, physical condition and/or appliance that could have been covered under this warranty.

Acceptance of Coverage and Authorization of Payment Applicant has read the terms and conditions of coverage contained herein and accepts the coverage and authorizes escrow holder to pay HGHW upon close of escrow. Applicant understands HGHW is responsible for services rendered under this plan and not the broker/agent.

Signature _____ Date _____

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

Home Protection Plans

Coverage Plan <i>Plus \$85 service call fee, as applicable.</i>	3 Star	4 Star	4 Star Plus	5 Star	5 Star Plus
<input type="checkbox"/> Single Family Home	\$430	\$520	\$595	\$655	\$750
<input type="checkbox"/> Condo/Townhome/Manufactured Home	\$370	\$460	\$535	\$605	\$690
<input type="checkbox"/> Multi Unit – Duplex	\$615	\$770	N/A	\$970	N/A
<input type="checkbox"/> Multi Unit – Triplex	\$920	\$1,145	N/A	\$1,345	N/A
<input type="checkbox"/> Multi Unit – Fourplex	\$1,120	\$1,445	N/A	\$1,645	N/A
<input type="checkbox"/> New Construction (Years 1-5 or 2-6)	\$680	\$750	N/A	N/A	N/A
Central A/C (<i>Optional for Seller's Coverage</i>)	•	•	•	•	•
Central Vacuum	•	•	•	•	•
Dishwasher	•	•	•	•	•
Ductwork	•	•	•	•	•
Electrical System	•	•	•	•	•
Garage Door Opener	•	•	•	•	•
Garbage Disposal	•	•	•	•	•
Instant Hot/Cold Water Dispenser	•	•	•	•	•
Kitchen Exhaust Fan	•	•	•	•	•
Microwave Oven (Built-in)	•	•	•	•	•
Mini Split HVAC System	•	•	•	•	•
Oven/Range/Cooktop	•	•	•	•	•
Pest Control (Limited) (<i>Buyer Only</i>)	•	•	•	•	•
Plumbing System Leaks	•	•	•	•	•
Plumbing Stoppages	•	•	•	•	•
Trash Compactor	•	•	•	•	•
Water Heater	•	•	•	•	•
Re-Key Service (<i>Buyer Only</i>)	•	•	•	•	•
Roof Leak (Limited) - Single Family and Manufactured Homes (<i>Buyer Only</i>)	•	•	•	•	•
Crane, Permits, Code Upgrades, Haul Away, Improper Installation, Repairs or Modifications	N/A	•	•	•	•
Manufacturer Warranty	N/A	•	•	•	•
Mismatched Systems	N/A	•	•	•	•
Kitchen Refrigerator/Washer/Dryer (<i>Buyer Only</i>)	N/A	N/A	•	N/A	•
5 Star Plan Enhancements					
Additional Stoppage Coverage	N/A	N/A	N/A	•	•
Additional Plumbing	N/A	N/A	N/A	•	•
Code/Modification Upgrade	N/A	N/A	N/A	•	•
Enhanced Slab Leak and External Pipe Leak Coverage	N/A	N/A	N/A	•	•
Manufacturer Warranty	N/A	N/A	N/A	•	•
Radiant Heat Upgrade	N/A	N/A	N/A	•	•
Water Heater/Heating System Coverage	N/A	N/A	N/A	•	•
\$250 Increased Limit Coverage	N/A	N/A	N/A	•	•

Two Year Plans <i>Plus \$85 service call fee, as applicable.</i>					
<input type="checkbox"/> Single Family	\$785	\$960	\$1,080	\$1,190	\$1,365
<input type="checkbox"/> Condo/Townhome/Manufactured Home	\$670	\$840	\$970	\$1,115	\$1,265

HomeGuard HomeWarranty does business in California as HomeGuard HomeWarranty Inc., a licensed home protection company.
HomeGuard HomeWarranty does business in Nevada as HomeGuard HomeWarranty, a licensed service company.

Optional Coverage for Home Buyers Only

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	13 Month	2 Year
Home Inspection Discount	<input type="checkbox"/> (\$25)	N/A
Military/First Responder Discount	<input type="checkbox"/> (\$25)	N/A
A/C and Heating Pre-Season Tune-up	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50
Appliance Limit Upgrade - NEW!	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200
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Enhanced Slab Leak and External Pipe Leak Coverage (included with 5 Star Plan)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200
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Homeowners Insurance Deductible	<input type="checkbox"/> \$30	<input type="checkbox"/> \$60
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Sewage Ejector Pump	<input type="checkbox"/> \$25	<input type="checkbox"/> \$25
Smart Home	<input type="checkbox"/> \$75	<input type="checkbox"/> \$150
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Well Pump	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
\$50 Trade Call Fee	<input type="checkbox"/> \$80	<input type="checkbox"/> \$160
\$250 Increased Limit Coverage (included with 5 Star Plan)	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100

Seller's Coverage

includes all items in 3 Star Coverage except for A/C, Re-Key and Roof Leak (Limited) Coverage.

Free 3 Star Seller's Coverage on Single Family Homes, Condos, Townhomes, and Manufactured Homes.

Optional Sellers Coverage Central A/C ☐ \$70



Options _____

+ Plan _____

Total Cost \$ _____

(due at close of sale)

Order: 866-993-2301 • Service: 866-993-2302

www.HGHW.com

NV13M0 (12/2022)

12/03/23