






### Our Plans Include

-  Electrical System
-  Plumbing Leaks & Stoppages
-  Heating Systems

### 25 Optional Coverages Available

-  Kitchen Refrigerator/Washer/Dryer
-  Roof Leak Coverage (Limited)  
on Single Family & Manufactured Homes
-  \$55 Trade Service Request Fee
-  \$250 Increased Limit Coverage

**Plans & Pricing  
starting at \$670!**

**\$25 Discount**  
*First Responders  
and Military*

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866-993-2301

# Discover the Difference

## 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 current homeowners, as well as home buyers and sellers.

	Average Costs to REPAIR	Average Costs to REPLACE
Air Conditioner	\$625	\$5,600
Oven and Range	\$622	\$2,480
Water Heater	\$355	\$2,450
Refrigerator	\$550	\$3,200
Heater	\$375	\$3,150
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.*

Homeowners 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](http://www.HGHW.com) to request service! *24 hours a day, 7 days a week, 365 days a year.*
- 2** We'll select an authorized Service Provider 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 Service Provider's contact information.
- 3** Pay the technician the \$90 trade service request 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.



**HomeGuard HomeWarranty** | 510 Madera Avenue, San Jose, CA 95112  
Order: 866-993-2301 | Service: 866-993-2302 | Fax: 866-993-2303 | [www.HGHW.com](http://www.HGHW.com)

# 12 Month Coverage Plans

## Standard Plan Covers

Please reference contract for coverage details.

Ceiling Fans, Attic Fans, Whole House Fan, and Exhaust Fans (Built-in)

Central Vacuum System

Dishwasher

Doorbells

Electrical System

Garbage Disposal

Garage Door Opener

Heating System (Primary gas, oil, or electric; limit \$1,500)

Instant Hot Water Dispenser

Microwave Oven (Built-in only)

Plumbing System and Stoppages

Range/Oven/Cooktop

Smoke Detectors

Telephone Wiring

Trash Compactor

Water Heater

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# Protecting your home with pride

## Advantage Plan Covers

Includes "Standard Plan" coverage + Advantage Plan" coverage + Central A/C.

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**Air Conditioning Option:** We cover filters, register grills, and window units, condensate drain pumps, and secondary drain pans. Combined air conditioning and heating limit, \$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 transmitters, 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:** Icemakers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu thereof based on the replacement cost of the icemaker. (Coverage applies only when Kitchen Refrigerator option is included in your warranty plan.)

**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 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 re-quired 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.

# 12 Month Coverage Plans

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## Total Protections Plan Covers Includes “Standard Plan” coverage + “Advantage Plan” coverage + “Total Protection Plan” coverage + Central A/C.

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

**Code/Modification Upgrade:** We will pay \$1,000 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).

**Increase 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.

**Plumbing Coverage:** Tub-spouts and tub diverter valves (replaced with chrome builder’s standard) and gas sediment trap.

**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 \$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 buildup that affects operation, toilet will be replaced with a like quality toilet.

**Water Heater/Heating System Coverage:** Replacement of flues, vents, humidifier, air cleaner, and Nest thermostat if required, to effect repair/replacement of a covered claim up to \$500 aggregate.

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



## A Quick Reference Guide Regarding Limits

\*Standard Plan \*\*Advantage Plan \*\*\*Total Protection 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**

### Coverage Plan Limits:

Central Air Conditioning/Heating.....	**2,000, ***2,500
Code Violations & Permits .....	**250
Code Violations/Modification Upgrade.....	***1,000
Ductwork.....	1,000
Flues, Vents, Humidifier, Air Cleaner, and Nest Thermostat.....	***500
Heating System.....	*1,500
Kitchen Appliances (per appliance) .....	5,000
Manufacturer Warranty Labor.....	**1,000
Plumbing Pipe Leaks in Concrete or Inaccessible Plumbing Lines.....	1,500
Plumbing Stoppages due to Roots.....	***250
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 .....	***2,500
Sensor Faucet.....	***400
Water Heater (Tankless, Power-vent or over 50 Gallon) .....	1,500
Zone Control System.....	*** 500

### Optional Coverage Plan Limits:

Enhanced Slab Leak and External Pipe Leak Coverage.....	***2,500
Ornamental Fountain (including Pond and Pool Fountain).....	500
Outdoor Kitchen.....	1,000
Kitchen Refrigerator.....	5,000
Additional Refrigerator Units (up to 4 units, includes Freestanding Freezer) .....	1,500
Roof Leak (Limited) Single Family and Multi-unit up to Fourplex .....	1,500
Manufactured Homes .....	500
Salt Water Circuit Board and Cell, Heater, Pump, and Filter .....	500
Sewage Ejector Pump .....	500
Smart Home .....	5,000
Washer/Dryer (per set).....	5,000
Water Softener/RO Water Filtration System.....	500
Well Pump or Booster Pump.....	1,500

# Contract Warranty Services

## A. Parties and Definitions

This contract is entered into by and between You, the policy holder, and Us, HomeGuard HomeWarranty, Inc. When used in this policy, including attachments to it, the following capitalized terms shall have the meaning ascribed to them below.

1. The terms "You," "Your," and "Yourself" mean and refer to the policy holder.
2. The terms "HGHW," "We," "Us," and "Our" mean and refer to HomeGuard HomeWarranty, Inc.

## B. Coverage For All Plans

### 1. 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.

### 2. 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.

### 3. 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.

### 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.

**Advantage Plan Covers:** Carbon monoxide detectors.

### 5. GARAGE DOOR OPENER

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

**Not Covered:** Garagedoors, hinges, springs, cables, remotetransmitter, roller-guides, sensor adjustment, cables, detached garages.

**Advantage Plan Covers:** Hinges, springs, cables, and remote transmitters, key pads, sensors, roller guides.

### 6. 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:** Combined diagnosis and repair or replacement for air conditioning and heating systems is limited to \$1,500 aggregate per contract.

**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 refrigerants 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, small vents.

**Advantage 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 contract.

**Total Protection Plan Covers:** Replacement of flues and vents, if required, to effect repair/ replacement of a covered claim. Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,500 aggregate per contract.

**Total Protection 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.

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

### 7. KITCHEN APPLIANCES

Limit \$5,000 per appliance unless stated otherwise.

#### a. DISHWASHER (built-in or free standing)

**Covered Items:** All components and parts that affect operation except those listed below.

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

**Advantage Plan Covers:** Racks, baskets, rollers, 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.

**Advantage Plan Covers:** Rotisseries, racks, handles, knobs, dials, interior lining, clock.

#### c. MICROWAVE OVEN (built-in)

**Covered Items:** All components and parts that affect operation except those listed below.

**Not Covered:** Portable or countertop units, meat probe assemblies, rotisseries, interior lining, door glass, clock, shelves, removable trays, lights, handles, door and door handle unless affecting the operation of the unit.

**Advantage Plan Covers:** Interior lining, door glass, clock, shelves.

#### d. GARBAGE DISPOSAL

**Covered Items:** All components and parts that affect operation.

**Note:** Will be replaced with matching horse-power (builder's standard).

#### e. TRASH COMPACTOR (built-in)

**Covered Items:** All components and parts that affect operation except those listed below.

**Not Covered:** Removable buckets, lock and key assemblies, air fresheners.

**Advantage Plan Covers:** Removable buckets, 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.

### 8. PLUMBING SYSTEM

**Covered Items:** Repair of leaks and breaks in water, waste, polybutylene pipes, vent, or gas lines within the perimeter of the main foundation of the home or garage, shower/tub valves, 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, pup-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.

**Advantage Plan Covers:** 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).

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

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

**Total Protection Enhanced Slab Leak and Additional 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). 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.

## 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.

**Not Covered:** Stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects. Access to drain, sewer or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.

**Total Protection 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.

## 10. WATER HEATER (Gas or electric)

**Covered Items:** Control thermostat and thermocouple, drain valve, tank leaks, gas valve, heating elements, temperature and pressure relief valves, tankless hot water heaters, recirculating pumps, and expansion tanks.

**Not Covered:** Solar units and/or components, holding tanks, noise, energy conservation units, fuel storage tanks, flues and vents, or failures caused by sediment.

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

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

**Note:** \$1,500 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.

# C. Optional Coverage

## 1. ADVANTAGE OPTION

Covered items listed under Advantage Plan.

## 2. 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.

## 3. CENTRAL AIR CONDITIONING (Ducted)

**Covered Items:** Refrigeration system including heat pump, condensing unit, compressor, coils, leaks in Freon lines, liquid and suction line dryers, motors, fuses, breakers, disconnect boxes and wiring, valves, thermostats, evaporative cooler including belts and pulleys, casing, motor pumps, and float assembly; built-in electric wall units. If we

determine that the replacement of a heat pump-split system type of condensing unit is required, we will replace with a unit that meets federally mandated SEER and HSPF requirements, including the replacement of any components that are necessary to maintain compatibility with the replacement unit. Leak detection.

**Not Covered:** Condenser casings, registers, filters, 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.

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

**Advantage Plan Covers:** 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. Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,000 aggregate per contract.

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

**Total Protection Plan:** Increases combined limit for diagnosis and repair or replacement for air conditioning and heating systems to \$2,500 aggregate per contract.

**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. KITCHEN REFRIGERATOR

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

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

**Advantage Plan Covers:** Icemakers (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. ENHANCED SLAB LEAK AND EXTERNAL PIPE LEAK COVERAGE

(Included in Total Protection Plan)

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

**Enhanced Slab Leak Coverage:** 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 garage.

**Additional 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.

**Total Protection Plan Covers:** Increases total limit of concrete encased or inaccessible plumbing to \$2,500.

## 6. MILITARY/FIRST RESPONDER DISCOUNT

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

## 7. ORNAMENTAL FOUNTAIN

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

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

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

## 8. 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

# Contract Warranty Services

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).

## 9. PEST CONTROL (LIMITED)

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

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

## 10. ADDITIONAL REFRIGERATOR UNITS

(Only available when Kitchen Refrigerator Option is purchased)

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

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

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

**Note:** Diagnosis and repair or replacement is limited to \$1,500 aggregate per contract term.

**Note:** Coverage cannot be added at time of renewal.

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

## 11. ROOF LEAK COVERAGE (LIMITED)

**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.

**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.

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

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

**Note:** Roof repairs are limited to \$1,500 on Single Family Homes and Multi-Unit Homes up to Fourplex aggregate per contract term. Roof repairs are limited to \$500 on Manufactured Homes aggregate per contract term.

**Note:** If replacement of the existing roof is necessary, in whole or in part, HGHW's liability is limited to Cash in Lieu of the estimated cost of repair of the leaking area as if the repair of that area were possible. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply.

**Note:** Routine periodic maintenance is not covered by this contract. Secondary or consequential damage is not covered by this contract. Service delays frequently occur during the first rain of the season or in heavy storms. While we will make every effort to expedite service, no guarantees can be made.

**Note:** Improper install does not apply.

## 12. SEWAGE EJECTOR PUMP

**Covered Items:** All components and parts that affect operation.

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

**Note:** We will not pay more than \$500 maximum for repair and/or replacement of the ejector pump. Coverage is limited to one sewage ejector pump per contract.

## 13. 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.

## 14. 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.

## 15. 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.

## 16. 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 liens, fountains, cosmetic defects, damage due to general lack of maintenance or improper chemical balance, cost of access to make repairs, inaccessible portion of spa jets, touch pads, electronic/computerized controls and/ or control panels, retractable covers, lights, portable spas, lap pools, booster pumps.

**Note:** The access, diagnosis, repair or replacement of the pool heater and salt water control unit, salt cell, and flow sensor for the salt water chlorinator is limited to \$1,500 aggregate per contract term.

## 17. 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.

## 18. 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.

## 19. 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

## 20. \$55 TRADE SERVICE REQUEST FEE

Reduces the price of the trade service request fee' from \$90 to \$55 during contract term.

## 21. \$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 on the inspection report.

**Total Protection Plan Coverage:** Increases any maximum limits an additional \$250. (\$500 aggregate per contract)





## 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](http://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 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.

### FOR SERVICE

If an item fails during the contract term, You must contact Our Customer Service Department toll-free at 866-993-2302. Services will be performed upon telephonic request therefor to the company, without any requirement that claim forms or applications be filed prior to the rendition of service. Calls are received 24 hours a day and 7 days a week. Should You 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 ("Service Provider") within 3 hours during normal business hours. The Service Provider will then call You directly to schedule a mutually convenient appointment during normal business hours. Services will be initiated by or under HGHW's direction within 48 hours after request is made for such services by You or Your representative or agent.

In cases of EMERGENCY, We will make reasonable efforts to expedite service, including initiating our service effort within 24 hours. An emergency is defined as a service issue resulting in 1) No electricity, gas, water or toilet facilities to the entire home; 2) A condition that immediately endangers health and safety; 3) A condition that interferes with healthcare support of occupants; and/or 4) A system malfunction that is causing ongoing damage to the home. Other conditions may, at our discretion, be considered an emergency. If You should request non-emergency service outside of normal business hours, You will be responsible for additional fees, including overtime.

"To ensure You receive reputable and unbiased service, We have built an extensive network of SERVICE PROVIDERS who provide service to our Plan Holders at fair and reasonable rates. Our network, however, is not all inclusive for every trade, in every town, across the nation. For that reason, We may request or authorize You to contact an Independent Out-of-Network Service Provider directly to obtain service. This will apply in limited circumstances as Our extensive network of Service Providers covers the vast majority of the relevant market".

When We request or authorize You to obtain an INDEPENDENT OUT-OF-NETWORK CONTRACTOR to perform diagnosis and/or service:

1. The Service Provider 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 Service Provider 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 trade service request fee is due per each item covered by this contract. The trade service request fee(s) will be subtracted from any reimbursement provided.
7. You are expected to pay the independent out of network Service Provider 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](mailto: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 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 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 Buyer's Coverage if, at that time, the malfunction was undetectable and would not have been detectable by visual inspection and a 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.

You must cooperate with HGHW in HGHW's investigation into any claim under this contract. Cooperation includes, but is not limited to: (a) making Yourself available at reasonable times for communications with HGHW's representatives; (b) providing truthful and accurate information to HGHW's representatives to full extent of Your 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 Your breach of this paragraph constitutes a ground for denial of coverage.

### TRADE SERVICE REQUEST FEE (COMMONLY KNOWN AS A "TRADE CALL FEE")

You are required to pay a trade service request fee any time HGHW dispatches a Service Provider to Your home to respond to a service request You submit to HGHW. For example, if Your trade service request requires HGHW to dispatch both a plumber and an appliance technician, a separate trade service request fee will apply for each Service Provider. Generally, a trade service request fee is \$90, unless You purchase the \$55 trade service request fee option (see Section C. "Optional Coverage" Item 24.). Your specific trade service request fee will be listed on the Declaration of Coverage mailed to You upon receipt of payment for Your HGHW plan. The trade service request fee is due once You request service requiring HGHW to dispatch a Service Provider to Your home 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 You cancels the appointment, d) You fail to provide the necessary access to perform the service request, including not being home at the time of the prearranged appointment. Only one trade service request fee will be due for a trade service request as to any one item, even if a Service Provider is required to return to Your home more than once to address that item. Failure to pay a trade service request 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. To be clear, a trade service request occurs only when You ask HGHW to have a Service Provider provide a service at Your home. A trade service request does not include calls to HGHW in which You do not ask HGHW to have a Service Provider provide a service at Your home. For example, calls to HGHW to inquire about the terms of this agreement, a status update on a pending claim, or other inquiries in which You do not request to have a Service Provider provide a service at Your home, are not a trade service request and no trade service request fee will be due.

### SERVICE WORK

Service work is guaranteed for 30 days on labor and 90 days on parts without an additional trade service request 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.

### RENEWAL/OUTSIDE OF ESCROW COVERAGE

Renewal coverage starts and continues for 12 months provided the policy is paid. Coverage for homes outside of escrow will begin 30 days following receipt of payment by HGHW. There is a 30 day grace period from the start date of the policy during which you may add Optional Coverage. 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.

# 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). Coverage applies with Advantage and Total Protection Plans 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 We 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 the like are found or suspected, HGHW shall be under no obligation to service or repair the affected item or system.

### CASH IN LIEU/REPLACEMENT

In limited circumstances, e.g., where HGHW can determine that repair or replacement would be impossible or economically wasteful due to the age and obsolescence of an appliance or system, or 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 Provider. 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:

1. Following a response to a covered breakdown, the item would remain non-compliant with applicable laws, regulations or code requirements.
2. The item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown.
3. An item becomes non-repairable and a replacement item is no longer available.
4. In the limited circumstance where We request or authorize You to contact an Independent Out-of-Network Service Provider directly to obtain service. 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 a Service Provider 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 Service Provider dispatched to provide covered services.

### CANCELLATION

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

- a. Nonpayment of contract fees;
- b. Fraud or misrepresentation by You and/or Your representative of facts material to HGHW's issuance of this contract; or
- c. For contracts providing coverage prior to the time that an interest in the residential property to which it attaches is sold, upon the contingency that such sale does not occur.

You may cancel this contract at any time and for any reason. If You or HGHW cancel the contract following the beginning of the contract term, before the 30th day, the cancellation is subject to the following:

- a. If HGHW has not provided any services, You will receive full refund of the contract fees paid the unexpired term;
- b. HGHW has provided services and the amount of the service costs incurred by HGHW is less than the contract fees paid, You will receive a prorated refund of the contract fees paid for the unexpired term, less the service costs incurred by HGHW;
- c. HGHW has provided services and the amount of the service costs incurred by HGHW is greater than the exceeds the contract fees paid: or (ii) the amount by which the annual rate listed on the Contract Agreement contract fees paid, You shall pay HGHW the less of (i) the amount by which the service costs incurred by HGHW pages exceeds the contract fees paid.

If the customer or HGHW cancel the contract following the beginning of the contract term, after the 30th day, the cancellation is subject to the following:

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

If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling 886-993-2302 to establish an alternate payment method. This contract will be deemed canceled if You fail 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.**

# 12 Month 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](http://www.HGHW.com)

## Step One - Plan Selection

### Standard Coverage

Plus \$90 trade service request fee as applicable.

Single Family Home	<input type="checkbox"/> \$710
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$670
Duplex	<input type="checkbox"/> \$850
Triplex	<input type="checkbox"/> \$975
Fourplex	<input type="checkbox"/> \$1,175

### Advantage Plan

Plus \$90 trade service request fee as applicable.

"Standard Plan" coverage + "Advantage Plan" coverage + Central A/C.

Single Family Home	<input type="checkbox"/> \$830
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$775
Duplex	<input type="checkbox"/> \$1,010
Triplex	<input type="checkbox"/> \$1,295
Fourplex	<input type="checkbox"/> \$1,565

### Total Protection Plan

Plus \$90 trade service request fee as applicable.

"Standard Plan" coverage + "Advantage Plan" coverage + "Total Protection Plan" coverage + Central A/C.

Single Family Home	<input type="checkbox"/> \$925
Condo/Townhome/Manufactured Home	<input type="checkbox"/> \$895
Duplex	<input type="checkbox"/> \$1,175
Triplex	<input type="checkbox"/> \$1,415
Fourplex	<input type="checkbox"/> \$1,725



## 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.

<b>Military/First Responder Discount</b>	<input type="checkbox"/> <b>(\$25)</b>
Advantage Option	<input type="checkbox"/> \$80
Booster Pump	<input type="checkbox"/> \$70
Casita/Guest House (with Advantage Plan) under 750 sq. ft. 750-2,500 sq. ft.	<input type="checkbox"/> \$220 <input type="checkbox"/> \$330
Central A/C (included in Advantage & Total Protection Plans)	<input type="checkbox"/> \$95
Enhanced Slab Leak and External Pipe Leak Coverage (included in Total Protection Plans)	<input type="checkbox"/> \$100
Kitchen Refrigerator	<input type="checkbox"/> \$50
Kitchen Refrigerator/Washer/Dryer	<input type="checkbox"/> \$120
Ornamental Fountain (per fountain)	<input type="checkbox"/> \$100
Outdoor Kitchen	<input type="checkbox"/> \$125
Pest Control (Limited)	<input type="checkbox"/> \$30
Additional Refrigerator Units (Only available when Kitchen Refrigerator option is purchased)	<input type="checkbox"/> \$50
Roof Leak (Limited) (Single Family Home)	<input type="checkbox"/> \$100
Roof Leak (Limited) (Multi-unit up to Fourplex. Multiply by number of units)	<input type="checkbox"/> \$100
Roof Leak (Limited) (Manufactured homes)	<input type="checkbox"/> \$75
Sewage Ejector Pump	<input type="checkbox"/> \$35
Smart Home	<input type="checkbox"/> \$100
Solar Hot Water System	<input type="checkbox"/> \$250
Solar Pool/Spa Equipment (only available with Pool/Spa Equipment Coverage)	<input type="checkbox"/> \$250
Swimming Pool/Spa Equipment/Salt Water Circuit Board and Cell (no additional charge if separate equipment)	<input type="checkbox"/> \$180
Washer and Dryer (per set)	<input type="checkbox"/> \$80
Water Softener/Reverse Osmosis Water Filtration System	<input type="checkbox"/> \$75
Well Pump	<input type="checkbox"/> \$100
\$55 Trade Service Request Fee	<input type="checkbox"/> \$85
\$250 Increased Limit Coverage (included in Total Protection Plans)	<input type="checkbox"/> \$50

**Total Cost** (due at close of sale) \_\_\_\_\_

## Step Two - Property to be Covered

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Step Three - Homeowner Information

Buyer Name \_\_\_\_\_

Buyer Mailing Address \_\_\_\_\_

Buyer Phone # \_\_\_\_\_

Buyer Email Address \_\_\_\_\_

**Apply by Fax: 866-993-2303 • Apply by Phone: 866-993-2301  
Apply Online [www.HGHW.com](http://www.HGHW.com)**

# Home Protection Plans

Coverage Plan <i>Plus \$90 trade service request fee, as applicable.</i>	Standard Coverage <small>No A/C</small>	Advantage Plan	Total Protection Plan
<input type="checkbox"/> Single Family	\$710	\$830	\$925
<input type="checkbox"/> Condo/Townhome/Manufactured Home	\$670	\$775	\$895
<input type="checkbox"/> Multi Unit – Duplex	\$850	\$1,010	\$1,175
<input type="checkbox"/> Multi Unit – Triplex	\$975	\$1,295	\$1,415
<input type="checkbox"/> Multi Unit – Fourplex	\$1,175	\$1,565	\$1,725
Ceiling, Attic, Whole House and Exhaust Fans	•	•	•
Central Vacuum	•	•	•
Ductwork	•	•	•
Dishwasher	•	•	•
Doorbells	•	•	•
Electrical System	•	•	•
Garage Door Opener	•	•	•
Garbage Disposal	•	•	•
Heating Systems (Primary gas, oil or electric)	•	•	•
Instant Hot/Cold Water Dispenser	•	•	•
Microwave Oven (Build-in only)	•	•	•
Mini Split	•	•	•
No Hidden Freon Charges	•	•	•
Oven/Range/Cooktop	•	•	•
Plumbing System Leaks	•	•	•
Plumbing Stoppages	•	•	•
Trash Compactor	•	•	•
Water Heater	•	•	•
Central AC	N/A	•	•
Crane, Permits, Code Upgrades, Haul Away, Improper Installation, Repairs or Modifications	N/A	•	•
Manufacturer Warranty Labor	N/A	•	•
Mismatched Systems	N/A	•	•
<b>Total Protection Plan Enhancements</b>			
Additional Stoppage Coverage	N/A	N/A	•
Additional Plumbing	N/A	N/A	•
Code/Modification Upgrade	N/A	N/A	•
Heating System Coverage	N/A	N/A	•
Enhanced Slab Leak and External Pipe Leak Coverage	N/A	N/A	•
Radiant Heat Upgrade	N/A	N/A	•
\$250 Increased Limit Coverage	N/A	N/A	•

Optional Coverage	
<small>To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For example: Pest Control on Triplex is 3 x \$30 = \$90.</small>	
<b>Military/First Responder Discount</b>	<b>(\$25)</b>
Advantage Option	\$80
Booster Pump	\$70
Casita/Guest House (with Advantage Plan) under 750 sq. ft.	\$220
750-2,500 sq. ft.	\$330
Central A/C (included in Advantage & Total Protection Plans)	\$95
Enhanced Slab Leak and External Pipe Leak Coverage (included in Total Protection Plans)	\$100
Kitchen Refrigerator	\$50
Kitchen Refrigerator/Washer/Dryer	\$120
Ornamental Fountain (per fountain)	\$100
Outdoor Kitchen	\$125
Pest Control (Limited)	\$30
Additional Refrigerator Units (Only available when Kitchen Refrigerator option is purchased)	\$50
Rook Leak (Limited) (Single Family Home)	\$100
Rook Leak (Limited) (Multi-unit up to Fourplex. Multiply by number of units)	\$100
Rook Leak (Limited) (Manufactured homes)	\$75
Sewage Ejector Pump	\$35
Smart Home	\$100
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 is separate equipment)	\$180
Washer and Dryer (per set)	\$80
Water Softener/Reverse Osmosis Water Filtration System	\$75
Well Pump	\$100
\$55 Trade Service Request Fee	\$85
\$250 Increased Limit Coverage (included in Total Protection Plans)	\$50



Plan \_\_\_\_\_  
+ Options \_\_\_\_\_

**Total Cost \$ \_\_\_\_\_**  
(due at close of sale)



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