

The HomeGuard Promise

HomeGuard HomeWarranty offers unparalleled professionalism, reliability, and customer service.

We staff our offices with professionals who will handle your account and ensure your satisfaction.

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



ACCREDITED
BUSINESS



Understanding Your Pool Warranty

1. A pool protection plan is typically a multi-year parts and service contract.
2. It protects the homeowner against the cost of unexpected repairs or replacements associated with their new pool system and its equipment that malfunction due to normal wear and tear or under the manufacturer's warranty.
3. Covered items are outlined in the service agreement between the purchaser and the contracted and licensed installation company.
4. Coverage starts at the date designated at signing by the contractor upon completed installation and payment for services.
5. Pool protection plans do not cover general maintenance on pool systems. Failures as a result of lack of maintenance will not be covered under the policy.
6. Unlike many warranty programs, a new pool warranty does not require a deductible or trade call fee for services rendered.
7. The contract covers only those parts, systems and services specifically mentioned as covered.

Get the Most Out of Your Pool Warranty

Check out your plan

To obtain the most value from the Plan, you should read and understand the coverage we offer, the coverage that was selected and paid for, as well as the limitations. Keep the Plan handy throughout the term of coverage. The Plan is designed to provide coverage for designated pool systems and equipment that become inoperable under the manufacturer's warranty terms or due to normal wear and use during the term of the coverage.

We'll offer a quick fix

Our skilled Customer Support Agents are happy to help! We can often provide troubleshooting and a quick fix over the phone that will have your system back up and running - saving you time and money!

Maintain your pool systems

Perform routine maintenance and cleaning to extend the life of your pool system and equipment. Check the manufacturer's recommendations and create a maintenance checklist to keep items in good working order.

REGISTER FOR HGHW'S EXECUTIVE PROGRAM

HGHW's EXCLUSIVE policyholder education initiative.

Policy Review



Claims Procedures



Q&A



Scan to Register



or Visit Us at HGHW.com

Register at HGHW.com today for easy online access!

VISIT HGHW.COM - Click on the red "Request Service" button at the top of the homepage.

PROVIDE POLICY INFO - In the right column, enter the policy number provided on the first page of this packet along with the email address that coincides with your policy.

CREATE A PASSWORD - An email will be sent to the registered e-mail address with a prompt to create a password. Once the password has been generated, you will be able to login and submit claims in the left column of the service request page.

NO E-MAIL TO CREATE A PASSWORD - Not a problem. This just means the email that you provided was not submitted with your policy information. Reach out to our Policy Team to get this information into your profile, and you'll be on your way!

Managing pool repairs with HGHW is easy!

Call us toll-free at (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.

VISIT HGHW.COM - Click on the red "Request Service" button at the top of the homepage.

SIGN INTO ACCOUNT - Simply login to your account using the applicable e-mail and password.

SUBMIT NEW CLAIM - Click the 'Claims' drop down in the left-side navigation to reveal the 'Submit New Claim' option.

POPULATE CLAIM FORM - Fill out the required information in the form provided and 'SUBMIT'.

WHAT NEXT? - A Claims Representative will reach out within 24-48 hours to gather any additional information needed for your covered claim or to confirm that it has been dispatched for service.

Pool Coverage Plan

Coverage Plan Exceptions listed below	3 STAR PLAN	
	Pool	Pool & Spa
Pool Coverage	5-Years	

Coverage For All Plans

1. AUTOMATION & SANITIZATION

- UV & O3

Covered Items: Lamps, quartz and stainless steel sleeves.

Note: Not applicable to Above Ground Pools.

- Chemistry Probes

Covered Items: Parts and field labor coverage when part of an original system

Note: Not applicable to Above Ground Pools.

- Retrofit Kits

Covered Items: Parts and field labor.

Note: Not applicable to Above Ground Pools.

- Solar Control

Covered Items: Parts and field labor.

Note: Not applicable to Above Ground Pools.

- Control Accessories

Covered Items: Parts and field labor when part of an original system.

Note: Not applicable to Above Ground Pools.

- Standard Salt Cells

Covered Items: Parts only.

- 'W' Salt Cells

Covered Items: Parts only

2. CLEANERS

- Suction

Covered Items: Parts and field labor. Includes compliant debris drains, high flow drains, debris containment canisters, equipment side debris canister, EDC housing, parascopes, paralevel, paraskim skimmers, and MVFuse.

Not Covered: Field labor for Above Ground Pools. PVC plumbing installed, labor, material, and all other work performed by contractors.

- Pressure

Covered Items: Parts and field labor. Includes nozzle and body assemblies, retrojets, and distribution water valve.

Not Covered: PVC plumbing installed, labor, material, and all other work performed by contractors.

Note: Not applicable to Above Ground Pools.

- All Cleaners

Covered Items: Cartridges, fingers, grids, o-rings, and pleated filter elements. Parts and field labor coverage for manufacturing defects only, which normally appear within 30 days of installation.

Not Covered: Filters for robotic cleaners.

3. HEATERS

Covered Items: Heating elements and o-rings. Parts and field labor coverage for manufacturing defects only, which normally appear within 30 days of installation.

Note: No additional warranty coverage for In-Ground Pool heaters. Additional field labor coverage applies for Above Ground Pool heaters only.

4. LIGHTS

Covered Items: Parts and labor for J&J VÜ Retro light, for in-ground pools. Light bulbs are covered for manufacturing defects only, which normally appear within 30 days of installation.

5. PUMPS

Covered Items: Basket-Strainers, o-rings, and pump seals are covered for manufacturing defects only, which normally appear within 30 days of installation.

6. SOLLOS LANDSCAPE LIGHTING

Covered Items: Parts and field labor for items designated under the Sollos warranty matrix.

Note: Not applicable to Above Ground Pools.

7. WATER FEATURES

Covered Items: Parts and field labor.

Note: Not applicable to Above Ground Pools.

8. OTHER RELATED SYSTEM PARTS, ANCILLARY PARTS AND REPLACEMENT PARTS

Covered Items: Original owner materials and equipment.

Not Covered: PVC plumbing installed, labor, material, and all other work performed by contractors.

Policy: (866) 993-2301
Service: (866) 993-2302
Fax: (866) 993-2303
www.HGHW.com

HomeGuard HomeWarranty does business in Kentucky as HomeGuard HomeWarranty of America, a licensed service company.



Arbitration Agreement

Please read carefully:

Dispute Resolution: Most of your concerns about the Plan can be addressed simply by contacting us at (866) 993-2301. In the event we cannot resolve any dispute with you, this Plan will be subject to the Arbitration Provision. Please read it carefully. Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi party or class proceeding.

If you do not want to agree to this provision, you may cancel your Plan by contacting us at order@hghw.com within 30 days of purchase of your Home Protection Plan. Otherwise, this arbitration provision will be applicable.

Terms of the cancellation procedures outlined on page 4 apply.

Arbitration: By entering into this Agreement the parties agree and acknowledge that all disputes they have that involve us, or arise out of actions that we did or did not take, shall be arbitrated as set forth herein as long as the claim is in excess of the applicable small claims court jurisdictional limit. The parties further agree that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled as follows:

- 1) Small claims court; for claims within the applicable small claims court jurisdictional limit, or
- 2) Final and binding arbitration held in the county of the covered property address (or other location mutually agreed upon by both parties) for claims in excess of the Small Claims Court jurisdictional limit.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes.

Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 800.778.7879. The Company agrees to pay the initial filing fee if the customer cannot afford to pay the fee or to reimburse the customer for filing fees unless the arbitrator determines that the claim is frivolous. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

Terms of Coverage

This contract covers only those parts and systems 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 contract 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. 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. 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.

7. Failure to contact us and follow procedures 1-6 above may result in denial of coverage.

We will provide service for covered systems which malfunction during the term

- Have become inoperable due to normal wear and tear.
- Have failed under the terms and conditions of the manufacturer's warranty.
- If not stated under "covered" it is excluded from Our contract.

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 the 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.

SERVICE WORK

Service work is guaranteed for 30 days on labor and 90 days on parts. The 30 day guarantee only applies to malfunctions that are reported to HGHW during the term of this contract.

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.

- We are not responsible for providing or closing access to covered items, except as noted 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 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.
- A malfunction due to a system 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).
- 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 classified by the manufacturer as commercial or commercial equipment modified for domestic use. Any system that is solely been used for commercial use.
- Systems 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 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 the Policyholder
- 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 equipment after the proper code criteria are met, except where otherwise noted in this contract.

Contract Warranty Services

- The cost to haul away components, systems or equipment 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 equipment 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 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 are not 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 or component 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.

MANUFACTURER WARRANTY

Pool Plan coverage begins at 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 pool systems and equipment to be covered must be in good working condition at the time coverage begins. HGHW does not pay for equipment or component costs which are covered by an existing manufacturer, distributor, or other warranty. HGHW does provide coverage for labor costs related to repair or replacement in these cases. Anytime during the policy You may call HGHW for assistance in the event of a problem with systems or HGHW will assist the pool buyer in contacting the manufacturer, or contact the manufacturer on the pool buyer's behalf to determine the remedies available under the manufacturer's warranty for the system or appliance associated with the call.

For all other questions, concerns or inquiries regarding items not stated in this contract, please reach out to Your manufacturer or contracted installation company.

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 contractor.

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:

- a. Following a response to a covered breakdown, the item would remain non-compliant with applicable laws, regulations or code requirements.
- b. An item becomes non-repairable and a replacement item is no longer available.

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.

KENTUCKY CONTRACT HOLDERS

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

- a. Nonpayment of contract fees or other breach of this contract by the customer;
- b. Fraud or misrepresentation by the customer and/or customer representative of facts material to HGHW's issuance of this contract; or a change in laws or regulations that has a material effect on the business of HGHW or HGHW's ability to fulfill its obligations under this contract;
- 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.

You may cancel this contract at any time and for any reason.

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

- a. If contract is cancelled, the customer shall be entitled to a prorated refund of the paid contract fee for the unexpired term, less a processing fee of \$50 or up to 10% of the gross amount paid by the Contract Holder, whichever is less, and less any service costs incurred by HGHW.
- b. If the contract fees are billed through a manufacturer or contractor 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.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

THIS IS NOT A CONTRACT OF INSURANCE. The performance of this agreement is guaranteed by a surety bond written by Travelers Casualty and Surety Company of America, Bond #108116292, 1 Tower Square, Hartford, CT 06183. If HGHW fails to pay a valid claim within 60 days after proof of loss has been filed, a claimant is entitled under Kentucky law to make a claim directly against Travelers Casualty and Surety Company of America, at the address shown above.

ADDITIONAL LIMITATIONS:

No warranty extends to any part of the manufacturer parts or components which is caused by any of the following conditions or events:

1. Defects or failures caused by abuse, lack of responsible care, lack of necessary maintenance, improper operation, vandalism, acts of God.
 2. Damages or failures caused by abuse, lack of responsible care, lack of necessary maintenance, improper operation, vandalism, acts of God.
 3. The manufacturer expressly denies any responsibility or liability for incidental or consequential damages arising out of, or as a result of, use or ownership of your parts or as a result of use or ownership of your parts or components, or other related products covered under this limited warranty.
 4. Any defects caused by acts of God, such as storms, earthquakes, ground movement, or freezing, etc., that are beyond the normal conditions.
 5. Installation of the system by non-authorized installer may render this warranty null and void.
 6. Manufacturer does not warranty against product fading and/or discoloration.
- Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Implied warranties are limited in duration to the duration of the written limited warranty here within.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty give you specific legal rights, and you may also have other rights that may vary from state to state.

ADDITIONAL WARRANTY CONDITIONS:

This limited warranty shall be subject to the original owner complying with the following conditions:

1. The swimming pool shall be kept full of water at all times except for purposes for repair or maintenance not to exceed five (5) days.
2. System shall be operated by the original owner with reasonable care and necessary maintenance.
3. Product registration must be completed within thirty (30) days of pool completion.



Policy: (866) 993-2301 | Service: (866) 993-2302
www.HGHW.com

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