



NEVADA

Home Warranty and Service Plans

 Serving Homeowners Since 1990

Your guide to understanding
OneGuard home warranties



GET STARTED TODAY!

VISIT **OneGuardHW.com**

OR CALL **888.896.0014**

Why do I need a home warranty?

A HOME WARRANTY GIVES YOU SECURITY AND PEACE OF MIND

with things related to your largest investment—your home. While homeowners' insurance covers your home's structure and much of the contents, it does not cover systems and appliances.

Reduce financial risk.

A home warranty covers repair or replacement of your home systems and appliances that break down over time.

Remove home maintenance hassles.

With a OneGuard Home Warranty and Service plan, you both reduce the financial risk and remove the hassles and headaches of getting things fixed. Plus, we all know that the maintenance and upkeep of a home can eat up precious time and money that we'd like to spend doing the things we love.



ONEGUARD HOME WARRANTY AND SERVICE PLANS OFFER EVEN MORE.



We make owning a home even easier by providing services that remove many of the hassles of routine home maintenance.



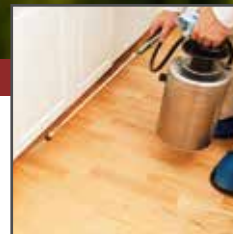
Why OneGuard?

We go well beyond traditional home warranties by providing services that remove more of the hassles of home maintenance. OneGuard service plans include: window washing, carpet cleaning, pest control, and much more.

OUR GOAL IS TO BE THE ONLY HOME SERVICE COMPANY THAT YOU'LL EVER NEED.



**CARPET
CLEANING**



**PEST
CONTROL**



**WINDOW
WASHING**



**When your home needs care,
OneGuard has you covered.**



YOU CAN PUT
YOUR TRUST IN US.

OneGuard plans offer
the most comprehensive
coverage for a broad range
of systems and appliances
with minimal exclusions.

A network of high quality
contractors trained in the
OneGuard Way provide service
to our customers. These
contractors get to your home

on average in
one business
day. We monitor
quality after
each service call.

**ABSOLUTELY
NO BAND-AID
REPAIRS.**

We use only new
manufacturer-
approved parts.

And, if we can't fix it
we'll replace it!

*We are committed
to do what is right
for our customers.*



We help you
keep your
appliances and
systems running
at their best by
providing tune-
ups for major

systems and a library of videos
and other self-help information
on home maintenance.



GET STARTED TODAY!
VISIT OneGuardHW.com OR CALL 888.896.0014

» Don't just trust us— see what our customers have to say



BRIAN V.
DENTON, TX

"OneGuard has saved us a fortune. The customer care representatives on the phone or over the web are very resourceful. We had our water heater go out on a Friday afternoon and were leaving for the beach next Wednesday. OneGuard scheduled a contractor to come out and verify we needed a new hot water heater on a Sunday... with no additional fee. They also made sure the plumbing company had our water heater installed before we left on our family trip. My family highly recommends OneGuard."



TIGER M.
SURPRISE, AZ

"As a real estate agent, I use OneGuard exclusively for myself and my clients. OneGuard offers a range of coverage and services other companies just don't have. This saves me time, money and stress. I get great service, on time and on budget. My clients love OneGuard too!"



ROB H.
DALLAS, TX

"We are SO GLAD we chose OneGuard. Since we moved in, we have used them to get our doors rekeyed, fix an electrical issue, get our preseason tune-ups, and replace our furnace. During the tune-up, they found that my furnace had rusted through. If we had tried to use the heat, the house could have easily caught fire. We fully intend to renew our policy next year."



We've been delivering
world class customer
service to homeowners
since 1990.

PROOF WE CARE

CHECK OUT OUR REVIEWS ON:



ANGIE'S LIST



GOOGLE



YELP!



Winner of the
2014 and 2015
Angie's List
Super Service Award



		ApplianceGuard	SystemGuard	HomeGuard
APPLIANCES	Kitchen Refrigerator	•		•
	Dishwasher	•		•
	Range/Oven/Cooktop	•		•
	Built-in Microwave	•		•
	Garbage Disposal	•		•
	Instant Hot Water Dispenser	•		•
	Trash Compactor	•		•
	Washer/Dryer	•		•
SYSTEMS	Air Conditioning and Heating Systems		•	•
	Plumbing System, Stoppages, Faucets and Showerheads		•	•
	Water Heater		•	•
	Slab Leaks		•	•
	Electrical System		•	•
	Ceiling Fans and Built-in Lighting Fixtures		•	•
	Central Vacuum		•	•
	Smoke Detectors		•	•
	Door Bells		•	•
	Garage Door Opener		•	•
SERVICES	Air Conditioning and Heating System Tune-Ups		•	•
	Garage Door Opener Tune-Ups		•	•
	Re-Key and Garage Remote Reprogram	•	•	•
	Carpet Cleaning	•	•	•
	Window Cleaning	•	•	•
	Dryer Vent Cleaning	•	•	•
	Pest Control Treatment	•	•	•
EXTENDED COVERAGE	Permits and Code Violations	•	•	•
	Disposal of Defective Equipment	•	•	•
OPTIONAL COVERAGE (for an additional fee)				
	Undetectable Pre-existing Conditions	•	•	•
	Built-in Pool/Spa (Chlorine or Salt Water)	•	•	•
	Professional Grade Kitchen Upgrade	•		•
	Additional Refrigeration Units	•		•
	Sprinkler System and Timer		•	•
	Extended Mainline Plumbing		•	•
	Water Softener and Reverse Osmosis System		•	•
	HVAC Equipment Incompatibility Protection		•	•
	Guest House			•



NEVADA
Application

PLAN #

APPLY NOW: online at **OneGuardHW.com** or call **888.896.0014** or **844.663.4827**

APPLICANT NAME

DESIRED START DATE

PHONE NUMBER

EMAIL

ADDRESS OF PROPERTY TO BE COVERED

CITY

STATE

ZIP CODE

MAILING ADDRESS (If different from property address)

CITY

STATE

ZIP CODE

SELECT YOUR COVERAGE

SERVICE
CALL FEE
\$69

ApplianceGuard

MONTHLY
☐ \$27

ANNUAL
☐ \$300

SystemGuard

MONTHLY
☐ \$37

ANNUAL
☐ \$420

HomeGuard

MONTHLY
☐ \$57

ANNUAL
☐ \$660

OPTIONAL COVERAGE

Undetectable Pre-existing Conditions	<input type="checkbox"/> \$7/mo	<input type="checkbox"/> \$84/yr	<input type="checkbox"/> \$7/mo	<input type="checkbox"/> \$84/yr	<input type="checkbox"/> \$7/mo	<input type="checkbox"/> \$84/yr
Built-in Pool/Spa <i>(Chlorine)</i>	<input type="checkbox"/> \$18/mo	<input type="checkbox"/> \$216/yr	<input type="checkbox"/> \$18/mo	<input type="checkbox"/> \$216/yr	<input type="checkbox"/> \$18/mo	<input type="checkbox"/> \$216/yr
Built-in Pool/Spa <i>(Salt Water)</i>	<input type="checkbox"/> \$33/mo	<input type="checkbox"/> \$396/yr	<input type="checkbox"/> \$33/mo	<input type="checkbox"/> \$396/yr	<input type="checkbox"/> \$33/mo	<input type="checkbox"/> \$396/yr
Additional Spa/Pool Pump <i>(per unit)</i>	<input type="checkbox"/> \$8/mo	<input type="checkbox"/> \$96/yr	<input type="checkbox"/> \$8/mo	<input type="checkbox"/> \$96/yr	<input type="checkbox"/> \$8/mo	<input type="checkbox"/> \$96/yr
Built-In Kitchen Refrigerator Upgrade	<input type="checkbox"/> \$15/mo	<input type="checkbox"/> \$180/yr	N/A	N/A	<input type="checkbox"/> \$15/mo	<input type="checkbox"/> \$180/yr
Additional Refrigeration Units <i>(per unit)</i>	<input type="checkbox"/> \$5/mo	<input type="checkbox"/> \$60/yr	N/A	N/A	<input type="checkbox"/> \$5/mo	<input type="checkbox"/> \$60/yr
Sprinkler System and Timer	N/A	N/A	<input type="checkbox"/> \$5/mo	<input type="checkbox"/> \$60/yr	<input type="checkbox"/> \$5/mo	<input type="checkbox"/> \$60/yr
Extended Mainline Plumbing	N/A	N/A	<input type="checkbox"/> \$8/mo	<input type="checkbox"/> \$96/yr	<input type="checkbox"/> \$8/mo	<input type="checkbox"/> \$96/yr
Water Softener	N/A	N/A	<input type="checkbox"/> \$6/mo	<input type="checkbox"/> \$72/yr	<input type="checkbox"/> \$6/mo	<input type="checkbox"/> \$72/yr
HVAC Equipment Incompatibility Protection	N/A	N/A	<input type="checkbox"/> \$10/mo	<input type="checkbox"/> \$120/yr	<input type="checkbox"/> \$10/mo	<input type="checkbox"/> \$120/yr
Guest House	N/A	N/A	N/A	N/A	<input type="checkbox"/> \$23/mo	<input type="checkbox"/> \$276/yr

TOTAL PLAN FEE* \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

SELECT A PAYMENT PLAN

MAIL TO: **20410 N. 19th Avenue, Suite 200 • Phoenix, AZ 85027**

☐ CHARGE PAYMENT(S) TO MY VISA/MASTERCARD*

☐ CHECK OR MONEY ORDER —**ANNUAL PAYMENTS ONLY**— *(payable to OneGuard Home Warranties)*

CARD #

EXPIRATION DATE

SIGNATURE

DATE

*Monthly Payment plan includes a \$2/month administrative fee and requires first and last payment in advance.
The monthly payment plan will automatically continue until contract holder notifies OneGuard to discontinue future coverage.

A. COVERAGE OVERVIEW

- In accordance with the terms and conditions of this residential service contract ("contract"), OneGuard Home Warranties will repair or replace contract holder's selected covered items so long as they:
 - Are in good, safe working order and correctly installed at the premises on the effective date of this contract;
 - Become inoperative from normal wear and tear after the effective date of this contract;
 - Are classified by the manufacturer as residential (we do not cover systems classified as commercial);
 - Are located within the perimeter of the main house foundation or garage (with the exception of items marked with an "***");
 - Are not covered by a manufacturer, distributor, builder, extended warranty or homeowner's insurance policy;
 - Are reported during the terms of this contract.
- This contract covers single-family residences (including, condos, town homes and manufactured housing) of less than 5,000 square feet. Homes over 5,000 square feet, guest homes, duplexes, triplexes and four-plexes are covered if appropriate fee is paid. This contract covers owned or rented residential property, not residences used as businesses.
- This contract only covers items that were installed on the premises on the effective date. Systems or appliances that were installed after the effective date must be registered with OneGuard to be covered by this contract. Used items installed after the effective date are not covered by this contract unless they were purchased from a reputable retailer and backed by a minimum 90-day warranty.
- Determination of whether to repair or replace will be at the sole discretion of OneGuard. When replacement is required, OneGuard is responsible for installing equipment comparable in features, capacity and efficiency (except as noted under "Limits"). OneGuard is not responsible for matching identical colors, brands and dimensions, or any features that do not contribute to the primary function of the covered system or appliance.
- When addressing a covered item breakdown or malfunction, OneGuard will also make arrangements in accordance with the terms of this contract to:
 - Dismantle, remove and dispose any defective covered equipment.
 - Pay up to \$250 per contract term to obtain required permits or to upgrade to current code requirements when completing repairs or replacements of covered items. This contract does not cover any existing code violations that are not associated with a covered repair or replacement.
- OneGuard reserves the right to offer cash in lieu of repair or replacement in the amount of OneGuard's actual cost (which is less than retail) to repair or replace any covered item. If OneGuard makes the determination to provide the contract holder cash in lieu of repair or replacement, OneGuard will make payment within 30 days from the time that determination is made. If OneGuard provides cash in lieu of repair or replacement of a covered item, that item will not be covered for future malfunctions until the contract holder has it correctly repaired or replaced by a service professional and delivers to OneGuard any paid invoices confirming that the repair or replacement was completed.
- Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations, exclusions and provisions specified in this contract.

B. CONTRACT HOLDER OBLIGATIONS

- Contract holder is responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the owner's manual.
- When a failure occurs, turn covered item off and protect it from further damage and call OneGuard at 1-888-896-0014 or enter information in the OneGuard customer portal at OneGuardHW.com. Should contract holder fail to protect the covered item from further damage, the consequential damage is not covered.
- Contract holder is obligated to provide information relating to the cause, nature and timing of any breakdown. This information may include inspection reports, real estate contracts and repair invoices.

C. CONTRACT TERM & EFFECTIVE DATES

- First Year Customer. CONTRACT TERM BEGINS TEN (10) DAYS AFTER ACCEPTANCE OF APPLICATION BY ONEGUARD AND RECEIPT OF PLAN FEE** and continues for one (1) year. If contract holders selects the monthly payment option and OneGuard elects to renew the contract, contract holder will automatically be renewed for an annual coverage period unless contract holder notifies OneGuard in writing 30 days prior to the expiration of the contract (See section L - RENEWALS & TRANSFER OF CONTRACT for more details).
- Renewal Customer.** Renewal Customer contract term begins upon expiration of previous contract term and continues for one (1) year provided that the plan fee is received by OneGuard prior to expiration of current contract term. If plan fee is received by OneGuard after expiration, a new First Year Customer contract term will begin, new plan fee pricing may differ and the new contract term will begin 10 days after receipt of plan fee (See section L - RENEWALS & TRANSFER OF CONTRACT).

D. REQUESTING SERVICE

- Contract holder, contract holder's agent or tenant must call 1-888-896-0014 or enter information in the OneGuard customer portal at OneGuardHW.com as soon as the problem is discovered and prior to the expiration date.
- OneGuard has the sole right to select and arrange an authorized OneGuard service contractor to perform work covered by this contract. Only work authorized and arranged by OneGuard is covered by this contract. OneGuard will not reimburse contract holder for service performed by contract holder's own contractor without prior authorization.
- Service Response Times.**
 - Normal Service.** Under normal circumstances, an authorized OneGuard service contractor will contact contract holder within four (4) business hours (48 hours on weekends/ holidays) to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service.
 - Emergency Service.** An emergency is defined as a plumbing failure that causes interior flooding, a complete loss of heating or cooling in extreme temperature conditions, a substantial loss of electrical service, or any other condition that endangers the health and safety of the contractor holder. If an emergency service claim is filed during business hours, OneGuard will dispatch a service provider within 24 hours after the report of the claim. If an emergency service claim is filed via our website after normal business hours, OneGuard will dispatch a service provider by the next business day. Repairs on emergency service claims will be completed within three (3) calendar days or we will provide a status report to you as to when repairs will be completed.
 - Expediting Normal Service.** OneGuard will accept contract holder's request to expedite non-emergency service only if an authorized OneGuard service contractor is available. If the service contractor agrees to expedite the scheduling of non-emergency service contract holder will be responsible for additional fees, including overtime pay.

E. TRADE SERVICE FEE

- For each separate trade item, contract holder is responsible to pay a \$69 service fee. The service fee will be due and payable to OneGuard at the time of scheduled service. This includes when:
 - A contract holder cancels a service request after the service contractor is in route to the contract holder's home;
 - A contract holder fails to provide accessibility necessary to perform the service request;
 - A service contractor's diagnosis results in a partial or complete exclusion of coverage; or
 - OneGuard approves a contract holder's request for a second opinion.
- Repairs are guaranteed for 30 days. Should failure of that item occur within 30 days, another service fee will not be charged.
- Failure to pay service fees will result in suspension or cancellation of this contract.
- OneGuard reserves the right to obtain a second opinion at OneGuard's expense. In the event that OneGuard informs contract holder that the malfunction is not covered, contract holder has the right to request a second opinion of the cause of the malfunction. Contract holder must ask OneGuard for a second opinion from another OneGuard service contractor within seven (7) days from the time OneGuard informed contract holder the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, contract holder will not owe an additional service fee. If contract holder requests a second opinion, contract holder will be responsible for the payment of an additional service fee only if the outcome of the second opinion is the same as the initial opinion.

F. COVERED MAINTENANCE SERVICES

Each Service Plan includes the following:

1. RE-KEY SERVICE & GARAGE DOOR REMOTE RE-PROGRAM

Covered: For the applicable service fee, OneGuard will provide re-programming up to two (2) garage remotes, re-key up to six (6) key holes (including deadbolts) and provide four (4) copies of the key.

Not Covered: Homelink or other car remote re-programming, re-programming of garage door openers that are higher than 12 feet from ground, exterior keypad re-programming, lock picking, lock-out service or new lock sets. The contract holder will incur additional fees for these items.

2. PEST CONTROL TREATMENT

Note: Pest control treatments will be performed by a pest control company licensed by the state of Nevada.

Covered: For the applicable service fee, OneGuard will provide a pest control treatment of ants, carpenter ants, roaches, crickets, spiders, ground beetles, earwigs, silverfish, millipedes, centipedes, pillbugs, sowbugs, clover mites and treatment for mice. Additionally, OneGuard will provide limited extermination treatment for rodents by placing up to five (5) traps or two (2) bait stations.

Not Covered: Treatment of infested areas outside the perimeter of the main house foundation, bed bugs, flying insects, ticks, fleas, German Roach infestations, rats and any other pests not listed above.

Limits: Limited rodent extermination treatment does not cover a return trip for removal and/or disposal of traps or bait stations. An additional service fee is required for a return trip. Additional fees will also be required for any rodent infestation that requires more than five (5) traps or two (2) bait stations.

3. CARPET CLEANING

Covered: For the applicable service fee, OneGuard will clean carpets of general soiling in up to three (3) rooms but not more than 600 square feet. For more extensive carpet or upholstery cleaning, you will be charged additional fees at discounted rates.

Not Covered: Old/permanent stain removal, urine and/or feces odors and stains, pre-existing visible carpet damage.

Note: This service may only be utilized once in a 90 day period. Additional floor cleaning services are available for an additional fee including: additional carpet cleaning over three (3) rooms or 600 square feet, tile and grout cleaning, upholstery cleaning, deodorizing treatments, enzyme stain removal treatments and more.

4. WINDOW CLEANING

Covered: For the applicable service fee, OneGuard will clean up to 15 ground-level exterior windows. Additional fees will be charged for additional exterior windows and/or second story windows.

Not Covered: Hard water stain removal, paint overspray removal, screen cleaning, screen repairs and interior windows. Additional fees apply for these services.

G. APPLIANCEGUARD PLAN

ApplianceGuard Plan covers all covered items in Section F plus the following:

1. KITCHEN APPLIANCES

Note: This coverage is for one (1) unit per appliance type. Additional fee is required to have multiple units of each appliance type covered by this contract.

Covered: All mechanical parts and components that fail due to normal wear-and-tear of:

- KITCHEN REFRIGERATOR
- DISHWASHER
- RANGE – OVEN – COOKTOP
- BUILT-IN MICROWAVE
- GARBAGE DISPOSAL
- INSTANT HOT WATER DISPENSER
- TRASH COMPACTOR

Not Covered: Detachable accessories, items that do not affect the primary operation of an appliance, maintenance items and items that do not fail as a result of normal wear-and-

H. SYSTEMGUARD PLAN

SystemGuard Plan covers all covered items in Section F plus the following:

1. AIR CONDITIONING & HEATING SYSTEM

Note: This contract covers air conditioning and heating systems with a capacity not exceeding five (5) tons per unit.

Covered: Electric central air conditioning systems, gas or electric central heating systems, heat pumps and mechanical parts thereof including: condenser*, evaporative coil, air handler and detached drain lines, ducted electric wall air conditioners, metering device (evaporative coil piston and thermal expansion valve), leaks in accessible refrigerant lines, evaporative coolers, baseboard heaters, radiators, registers and grills.

Not Covered: Window units, portable units, chiller systems and chiller components, boiler systems, solar heating, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, standard or electronic filters, electronic air cleaners, computerized HVAC management systems or zone controllers, flues and vents, transitions, roof jacks or stands, condenser casings, non-ducted wall units, condensate pans, condensate line stoppages, pads or pad frames, automatic or manual dampers and air conditioning with improperly sized systems.

Limits: \$1,500 maximum for diagnosis, repair, or replacement of glycol, hydronic, steam or geothermal heating systems. OneGuard will pay up to \$15 per pound for recharging of refrigerant. The contract holder will be responsible for refrigerant costs in excess of \$15 per pound.

2. A/C & HEATING SYSTEM TUNE-UP SERVICE

Note: For the applicable service fee each season, OneGuard will perform one (1) A/C Pre-Season Tune-up between February and April and one (1) Heating System Pre-Season Tune-up between October and November. Service fee for tune-ups must be secured by a credit card at the time of service request. If contractor finds a covered problem, an additional service fee will be due at time the repair is made.

Covered: OneGuard will calibrate thermostat, test temperature split, check refrigerant levels and system pressures, perform amp draw on condenser motor, evaporator motor and compressor, rinse condenser coils, check contactors, check condensate lines, clean or replace filters (owner supplied), clean and tighten electrical connections, test capacitors, check heat operations, inspect pilot system, test safety switches, test limit switches and clean burners.

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

Limits: Service fee covers tune-up for one (1) unit. Contract holder will be responsible to pay \$30 for each additional unit.

3. PLUMBING SYSTEM, FIXTURES, & STOPPAGES

Covered: Leaks or breaks in water, gas, drain, sewer or vent lines that are located within the perimeter of the main house foundation, faucets and showerheads (up to \$250 per occurrence), built-in whirlpool bath motors, basket strainers, toilet bowls and tanks, wax seals, mechanisms, valves in tub and shower, diverter, angle stop and gate valve, built-in interior sump pump, circulating hot water pump, hose bibs*, pressure regulators* and clearing of stoppages in sewer lines through accessible ground-level clean out. OneGuard will also cover up to \$250 per contract to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage or to access a drain line from rooftop or toilet drain.

Not Covered: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside of the home's main foundation; lines broken, infiltrated or stopped by roots or foreign objects even within the home's main foundation; tub or shower unit, shower/tub strainers, pan or enclosure, toilet lids/seats, sinks, grouting/caulking, bidets, plumbing for solar systems, septic tanks and ejector pump, high or low water pressure, water softener equipment, water filters or conditioning equipment, storage or holding tanks, steam rooms or saunas, sounds caused by heating or flowing water, inadequate plumbing capacity, flow restrictions in water supply lines, icemaker water lines, fire suppression systems, sprinkler systems, stoppages that cannot be cleared with cable, access to sewer or drain lines from vent (rooftop line clearing), costs to locate, access or install a ground-level clean out and hydrojetting.

Limits: \$1,000 maximum per plan for diagnosis, repair or replacement for leaks in water, drain, gas or

5. DRYER VENT CLEANING

Note: This service is intended for single family dwellings. This service may require an additional fee for condos in a high-rise multi-family dwelling.

Covered: For the applicable service fee, OneGuard will roto-clean one (1) dryer vent.

Not Covered: Maintenance or cleaning service on dryer unit.

tear such as but not limited to: shelves, drawers, hinges, light bulbs, glass or glass tops, food spoilage, insulation, multi-media centers and filters.

Limits: Maximum for diagnosis, repair, or replacement of a kitchen appliance is \$2,000.

2. LAUNDRY APPLIANCES

Note: This coverage is for one (1) unit per appliance type. Additional fee is required to have multiple units of each appliance type covered by this contract.

Covered: All mechanical parts and components that fail due to normal wear-and-tear of:

- CLOTHES WASHER
- CLOTHES DRYER

Not Covered: Items that do not affect the primary operation of an appliance, maintenance items and items that do not fail as a result of normal wear-and-tear such as but not limited to: dispensers, plastic mini-tubs, dials, knobs, lint or filter screens and venting.

polybutylene piping that is underground or obstructed by concrete or any other solid surface. OneGuard will only provide access to plumbing systems through unobstructed walls, ceilings and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, OneGuard will restore access openings to a "rough" finish only (consequential damage is covered by homeowners insurance).

4. WATER HEATERS

Covered: Gas or electric water heaters including tankless water heaters, thermostat assembly parts and components, heating elements, burner assembly, gas valve, drain valve, relief valve and circulating pump (non-solar-systems).

Not Covered: Solar water heaters and associated components and plumbing, vents and flues, storage or expansion tanks, noise caused by sediment, drip pans, heating/water heater combination units, multi-valve manifolds and water heater heat pump attachment.

Limits: Coverage applies to residential water heaters not exceeding 80 gallons.

5. ELECTRICAL SYSTEM

Covered: Wiring, conduit, outlets, switches, panels and subpanels that are attached to home, circuit breakers, fuses, GFI circuit breakers, junction boxes and built-in lighting fixtures (up to \$250 per occurrence).

Not Covered: Inadequate wiring capacity, intercoms, power failure or surge, audio/video/computer/intercom/alarm or security wiring or cable, sensors, direct current (D.C.) wiring and components, low voltage or timed circuits including wiring and relays, light bulbs and system controllers.

Limits: Light fixtures that are higher than 12 feet from the ground will result in extra fee.

6. CEILING FANS

Covered: All mechanical parts and components that affect the operation, except:

Not Covered: Attic fans, whole-house fans, light kits, remote controls and heaters.

Limits: Ceiling fans replaced with builder's standard when necessary. Ceiling fans that are higher than 12 feet from the ground will result in additional fee.

7. CENTRAL VACUUM

Covered: All mechanical parts and components that affect the operation, except:

Not Covered: Hoses, clogged pipes, removable attachments and accessories.

8. SMOKE DETECTORS

Covered: All mechanical parts and components that affect the operation, except:

Not Covered: Batteries and low voltage wiring.

Limits: Smoke detectors that are higher than 12 feet from the ground will result in extra fee.

9. DOOR BELLS

Covered: All mechanical parts and components that affect the operation, except:

Not Covered: Door bells integrated into intercom systems.

10. GARAGE DOOR OPENERS

Covered: Wiring, receiver, switches, capacitor, motor, rail/trolley assembly, push arm, carriage, springs and hinges.

Not Covered: Doors, track assembly, light bulbs and remotes.

Limits: Garage door openers that are higher than 12 feet from the ground will result in additional fee.

11. GARAGE DOOR OPENER TUNE-UP SERVICE

Covered: For the applicable service fee, OneGuard will provide a safety inspection and tune-up service for up to two (2) garage door openers. Service includes an inspection and any necessary adjustments for garage door safety sensors, adjustment of door springs, clean and lube rollers and hinges, and clean and tighten electrical connections.

Not Covered: This service does not cover necessary repairs. An additional service fee will be charged for repairs of covered items.

Limits: This service is limited to a safety inspection and tune-up maintenance of a maximum of two (2) garage door openers. An additional fee will be charged to perform this service on each additional garage door opener in excess of two (2). An additional fee may also be charged for garage door openers that are installed on ceilings that exceed 12 feet.

I. HOMEGUARD PLAN

HomeGuard Plan covers all covered items in Section F, G, and H.

J. OPTIONAL COVERAGE *(for additional fee)*

1. BUILT-IN REFRIGERATOR UPGRADE

Note: For ApplianceGuard and HomeGuard Plans only.

Covered: This upgrade increases the maximum coverage limit on contract holder's kitchen refrigerator from \$2,000 to \$5,000. This upgrade is designed to provide more coverage when a high-end, professional grade refrigerator must be replaced. When this option is selected and the option fee is paid, OneGuard will pay up to \$5,000 for diagnosis, repair or replacement of kitchen refrigerator.

2. ADDITIONAL FREESTANDING REFRIGERATION UNITS

Note: For ApplianceGuard and HomeGuard Plans only. This option is available to cover additional freestanding refrigerators, freezers, ice makers or wet bar refrigerators. Additional option fee is required for each additional freestanding refrigeration unit that contract holder desires to be covered by this contract. Unless a refrigerator is rated for garage use, we only cover refrigerators in climate controlled areas. This option is not available for built-in refrigeration units.

Covered: All mechanical parts and components that affect the operation of a refrigeration unit except:

Not Covered: Any removable equipment, shelves, racks, drawers, ice/water dispenser, ice crusher, hinges, light bulbs, food spoilage, interior thermal shell, insulation, filters and filter housing.

Limits: \$1,000 maximum per covered item for diagnosis, repair or replacement of additional freestanding refrigerators, freezers or ice makers.

3. BUILT-IN POOL/SPA EQUIPMENT • SALT WATER POOL/SPA EQUIPMENT

Covered: Both the built-in pool and spa equipment are covered if they use common equipment. If they have separate pump and filtration systems, then only one or the other is covered unless additional fee is paid. Coverage applies to the primary pump, primary filter, primary pump timer, primary heater, blower, gaskets, seals, back flush valves, 2 and 3-way valves, switches, relays, above ground plumbing and electrical that are associated with primary pump and filter. When Salt Water Pool/Spa Equipment option is added and premium is paid, salt water cell and circuit board are also covered.

Not Covered: Any item not listed above such as but not limited to fill lines and fill valves, grids, diatomaceous earth, sand, cartridge elements, fountains and other water features (unless additional option is selected and paid), heat pumps, computerized control boards and related equipment, auxiliary pumps and booster pumps (unless additional option is selected and paid), problems caused by lack of maintenance or abnormal wear-and-tear, liners, structural defects, lights, solar equipment, tile or plaster, inaccessible components, and built-in and in-pool cleaning equipment such as salt system chlorinators (unless additional option is selected and paid), ionizers, pool sweeps, jets, pop-up heads, actuator valves (turbo valves), skimmers, and above ground pools and spas.

Limits: \$1,000 maximum for diagnosis, repair or replacement of pool/spa heater.

4. ADDITIONAL POOL/SPA PUMP

Covered: This option provides coverage for one additional booster pumps associated with pool/spa water features or in-pool cleaning systems. Multiple options must be selected to cover multiple pumps.

Note: Contract fee is for one pump. Additional fee is required for each additional pump. Built-in Pool/Spa Equipment option or Salt Water Pool/Spa Equipment option must be purchased before this option can be selected.

5. SPRINKLER SYSTEM & TIMER

Note: For SystemGuard and HomeGuard Plans only.

Covered: Leaks and breaks of PVC lines (unless caused by freezing), sprinkler heads and bubbler heads, timers, gate valves, shut off valves, solenoid and other remotely activated control valves.

Not Covered: Hydraulic systems, electrical wiring not U.L. rated for underground use, backflow prevention devices, pressure reducers, rain sensors, sprinkler heads with problems caused by abnormal wear and tear such as but not limited to lawn mower damage and pet damage, timer batteries, damage to lines by roots, adjustments or cleaning. Sprinkler lines behind or beneath concrete/paved surface are not covered.

Limits: Sprinkler heads and system timer is replaced with builder's standard when necessary. Covers systems with six (6) valves or less. Systems with more than six (6) valves require an additional fee.

6. EXTENDED MAIN LINE PLUMBING

Note: For SystemGuard and HomeGuard Plans only.

Covered: Shutoff valves and normal wear-and-tear underground pipe leaks located outside the foundation of the main home, including water, drain and gas lines that service the covered structure.

Not Covered: Hose bibs, faucets, plumbing for solar systems, sprinkler systems, pool/spa plumbing, downspout or landscape drain lines, outside/underground piping for water source heat pump, consequential or secondary damage and damage caused by roots.

Limits: \$1,000 maximum per contract for the diagnosis, repair or replacement. OneGuard will only provide access to underground plumbing lines if they are unobstructed by concrete, paved surfaces, pavers, trees, shrubs, rocks and other landscaping. OneGuard is not responsible to restore concrete/paved surfaces or landscaping as a result of accessing and closing access to underground plumbing.

7. WATER SOFTENER & REVERSE OSMOSIS SYSTEM

Note: For SystemGuard and HomeGuard Plans only

Covered: All mechanical parts and components of the Water Softener/Reverse Osmosis Water Filtration System (for drinking water) except:

Not Covered: Cleaning, leased/rented equipment, whole-house water conditioning and purification systems, odor control systems, iron filtration systems, salt, discharge drywells, resin bed, problems caused by sediment or mineral deposits, filters and filter components, and replacement membranes.

Limits: \$500 maximum per plan for diagnosis, repair or replacement of reverse osmosis filtration systems and water softener or components.

8. HVAC EQUIPMENT INCOMPATIBILITY PROTECTION

Note: For SystemGuard and HomeGuard Plans only. The Federal Government is mandating the phase out of R-22 refrigerant (Freon) because of its ozone-depleting properties (see phaseoutfacts.org for more details). In addition, the Federal Government has increased the minimum efficiency standard of air conditioning equipment from 13 SEER to 14 SEER. As a result of these two federal mandates, air conditioning manufacturers have stopped producing air conditioning systems that utilize R-22 refrigerant. Instead, manufacturers are producing air conditioning systems that utilize a non-ozone depleting refrigerant called R-410a (Puron) for residential applications. The phase-out of R-22 refrigerant and R-22 air conditioning equipment will have a significant financial impact for homeowners who have R-22 air conditioning systems. If an R-22 condenser or air handler must be replaced, it must be replaced with R-410a air conditioning equipment or components. This will cause a homeowner's existing R-22 air conditioning equipment to become incompatible with any new replacement equipment unless the existing equipment is upgraded. This coverage is meant to cover those upgrade costs due to incompatibility when OneGuard replaces an R-22 condenser or air handler. The retail cost of upgrading an air handler or condenser is over \$2,500.

Covered: If any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards and efficiency standards (13 SEER to 14 SEER), OneGuard will pay to upgrade or modify the existing covered air conditioning and heating system equipment to maintain compatibility and to meet the new federal standards.

Not Covered: Plenum, transition or structural modifications.

9. UNDETECTABLE PRE-EXISTING CONDITIONS

Covered: When this option is selected and premium is paid, failures of covered items caused by unknown pre-existing conditions are covered so long as the mechanical failure was a result of normal wear-and-tear and would not have been detectable by a simple visual inspection and/or by operating the system or appliance.

Note: Known problems or defects that existed on the effective date of this contract are not covered by this option. The contract holder must have all known pre-existing defects correctly repaired by a service contractor and provide OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract.

10. GUEST HOUSE

Note: For HomeGuard Plans only

Covered: When Guest House Option is selected, a guest house receives all coverage as outlined in Section I - HomeGuard Plan, above.

K. LIMITATIONS OF LIABILITY

This contract is intended to cover the costs to repair or replace contract holder covered home systems and appliances when they fail due to normal wear-and-tear; however, coverage is not all inclusive. There may be situations in which contract holder will be responsible to pay additional costs for parts or services not covered by this contract. In those cases, OneGuard will work with contract holder to determine the best course of action to reasonably minimize contract holder's out-of-pocket-costs.

1. General Exclusions. This contract does not cover:

- Known defects that existed on or before the effective date. Unknown pre-existing conditions are not covered by this contract unless (1) the contract holder has selected and paid for the Undetectable Pre-existing Conditions Option, (2) the pre-existing defect or malfunction would not have been detectable by visual inspection and a simple mechanical test and (3) the defect or malfunction occurred as a result of normal wear-and-tear. The contract holder must have all known pre-existing breakdowns and defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract.
- Routine maintenance of appliances and equipment. Contract holder is responsible for maintenance and cleaning of covered items as specified by the manufacturer.
- Failure of parts or components caused by the lack of manufacturer recommended maintenance of this contract is not covered.
- Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
 - Misuse, abuse or improper usage;
 - Lack of capacity or insufficient or undersized systems or components;
 - Improper previous repairs or modifications;
 - Missing parts, components or equipment;
 - Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mud slides, soil movement, other acts of nature, accidents or any other risk covered by homeowner's insurance;
 - Manufacturer or builder defects;
 - Chemical, soap or sedimentary build-up (except water heaters); or
 - Pest or pet damage.
- Secondary, consequential or incidental damages resulting from the malfunction of any covered item such as but not limited to food spoilage, loss of income, utility bills, additional living expenses or the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting.
- Repair or remediation of cosmetic defects.
- Repair, replacement, installation or modification of any covered item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall or determination of defect.
- Electronic, computerized home management systems such as energy, lighting, comfort, appliance or pool management systems.

2. Access Limitations:

- Except as noted under "Limits", OneGuard is not responsible for providing access or closing access to covered items.
- OneGuard is not responsible for costs of restoration of any wall or floor covering, cabinets, countertops, tile, stone, brick, paint or the like.

3. General Limitations of Liability:

- Except as otherwise provided herein, OneGuard is not responsible for any additional work or costs required to comply with any federal, state, or local laws, regulations or ordinances or utility regulations including legally required permits; or to meet current building or zoning code requirements or correct for code violations.
- OneGuard is not responsible for costs related to the recapturing and remediation of refrigerants for which the disposal of such substances is regulated by the EPA.
- OneGuard is not responsible or liable for performing service, or paying remediation costs, involving toxic or hazardous substances or problems caused by pathogenic organisms including but not limited to mold, mildew, fungi, spores, bacteria, virus, yeast and mycotoxins.
- OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
- OneGuard is not responsible for upgrades, components or parts required due to the incompatibility of the existing equipment with the replacement system, appliance, component or part thereof or new type of material or chemical utilized to run the replacement equipment including but not limited to differences in technology, refrigerant requirements or efficiency as mandated by federal, state or local governments.
- OneGuard is not responsible for costs of construction, carpentry or structural modifications necessary to effect repair or replacement of covered items.
- OneGuard is not responsible or liable for the costs of testing required by statute or regulation associated with the repair or replacement of covered items or components.
- This contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
- OneGuard is not liable for failure to provide timely service due to conditions beyond its control including, but not limited to, delays in obtaining parts or equipment and labor difficulties.
- Systems and appliances that are installed at the premises any time after the effective date of this contract are not covered unless OneGuard agrees to provide coverage for such item.

L. RENEWALS & TRANSFER OF WARRANTY

- This contract is renewable, subject to OneGuard approval. Renewal is effective only upon issuance of a new contract.
- If contract holder selects the monthly payment option and OneGuard elects to renew the contract, OneGuard will notify contract holder of applicable rate and terms of renewal no later than 45 days prior to the renewal date of the contract and contract holder will automatically be renewed for an annual coverage period unless contract holder notifies OneGuard in writing 30 days prior to the expiration

of the contract. The first payment for the next contract will be construed as authorization for another 12-month contract.

- This contract is transferable if the covered property is sold during the term of this contract. The contract holder must notify OneGuard, in writing, of the change in ownership and submit the name of the new owner in order to transfer coverage.

M. CANCELLATION

- This contract shall be cancelled by the contract holder at any time. This contract shall be non-cancelable by OneGuard, except for:
 - Nonpayment by contract holder of contract or service fees,
 - Fraud or misrepresentation by contract holder of facts material to the issuance of this contract,Cancellation of a contract by OneGuard will become effective 15 days after the notice of cancellation is mailed to the contract holder.
- Nevada Residents: The first (30) thirty days of the contract is defined as the free look period. The contract holder may cancel and receive a full refund without penalty within the free look period (the first (30) thirty days after the effective date of this contract) if no claims have been placed. In the event that the contract holder cancels the contract after the free look period or after filing a claim during

the free look period, the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less any outstanding balance on account and less a \$50 administrative fee. Cancellations must be in writing.

- In the event of cancellation of Renewal Customer contract any time after the effective date, the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less any unpaid service fees and a \$50 administration fee. If the contract is canceled by OneGuard the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less any outstanding balance on account. Cancellations must be in writing.
- Refunds will be mailed to the contract holder within 45 days of the cancellation date. A 10% penalty will be added to the purchase price for each 30-day period that the refund remains unpaid.

N. MISCELLANEOUS

This contract is issued pursuant to a permit granted by the Nevada Department of Insurance ("NDOI"), and complaints in connection with this contract may be directed to the NDOI by phone at 888-872-3234, online at www.doi.nv.gov, or by mail at 1818 E. College Parkway, Suite 103, Carson City, NV 89706. Obligations under this contract are backed by the full faith and credit of OneGuard Nevada LLC.

O. MANDATORY ARBITRATION

OneGuard and the contract holder will attempt in good faith to resolve any controversy or dispute arising out of or relating to this contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the contract or the parties' relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at www.adr.org or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding and non-appealable. 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. By entering into this Agreement the parties acknowledge 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.

SIGNATURE