




T E X A S

# Home Warranty and Service Plans

 Serving Homeowners Since 1990

Your guide to understanding  
OneGuard Home Warranty and Service Plans 



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

**GET STARTED TODAY!**  
VISIT [OneGuardHW.com](http://OneGuardHW.com)  
OR CALL **888.896.0014**

# Why Do I Need A Home Warranty?

## SECURITY AND PEACE OF MIND

A home warranty helps you rest assured that you can take great care of your largest investment—your home, by covering repair or replacement of your home systems (*like HVAC and plumbing*) and appliances that break down over time. You avoid the headaches of unexpected, costly repairs.

## HOME WARRANTY VS. HOMEOWNERS INSURANCE

While homeowners insurance covers your home's structure and much of the contents, it does not cover systems and appliances.



**ONEGUARD APPROVES OVER 95% OF CLAIMS.**



When other home warranty companies say no, we say YES.  
We will be there when you need us!



# Why OneGuard?

**WE GO WELL BEYOND TRADITIONAL HOME WARRANTIES** by offering the most comprehensive coverage for a broad range of systems and appliances with minimal exclusions. Plus, we provide services that remove more of the hassles of home maintenance, including: window washing, carpet cleaning, pest control, pool and yard maintenance, and much more. This way, you can spend more time doing the things you enjoy.

**CUSTOMER SERVICE IS THE PRIORITY** of OneGuard's Customer Care team. We're open 24 hours to assist you. We consistently maintain an "A" rating on Angie's List and have been awarded the Angie's List Super Service Award in 2014 and 2015.



CARPET  
CLEANING



YARD  
SERVICES



WINDOW  
WASHING



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

IF WE CAN'T FIT IT,  
WE'LL REPLACE IT.



# You Can Put Your Trust In Us

## **QUALITY YOU CAN COUNT ON**

Our network of high quality contractors get to your home quickly; generally in one business day. We monitor quality after each service call and train our contractors in the OneGuard Way to deliver superior service

## **ABSOLUTELY NO BAND-AID REPAIRS**

Some home warranty companies use refurbished replacement parts, but not OneGuard. 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.**

# » Don't Just Trust Us— see what our customers have to say



**ROB H.**

DALLAS, TX

"We are SO GLAD we chose OneGuard. Since we moved into the house, we have used them to get our doors rekeyed, fix an electrical issue in one of the rooms, get all of our preseason tune ups, and to get our furnace replaced. I would never have done a pre-season tune-up had it not been for the warranty. 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."



**BRIAN V.**

DENTON, TX

"OneGuard has saved us a fortune. The reps 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... 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."



**KIMBERLY T.**

DALLAS, TX

"I have used many home warranty companies in the past and I must say, OneGuard continues to exceed my expectations in so many ways. They are responsive and prompt to address my questions, concerns and so much more. If you ever need to pick a home warranty company, you should try them. Trust me on this."



We've been delivering exceptional 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, Fixtures and Stoppages		•	•
	Water Heater		•	•
	Electrical System and Built-in Lighting Fixtures		•	•
	Ceiling Fans		•	•
	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	•	•	•
	Termite Treatment	•	•	•
	Weed Kill Treatment	•	•	•
	Lawn Fertilization	•	•	•
EXTENDED COVERAGE	Permits and Code Violations	•	•	•
	Disposal of Defective Equipment	•	•	•
<b>OPTIONAL COVERAGE</b> (for an additional fee)				
	Undetectable Pre-existing Conditions	•	•	•
	Built-in Pool/Spa (Chlorine or Salt Water)	•	•	•
	Built-in Kitchen Refrigerator Upgrade	•		•
	Additional Refrigeration Units	•		•
	Sprinkler System and Timer		•	•
	Extended Mainline Plumbing		•	•
	Water Softener and Reverse Osmosis System		•	•
	HVAC Equipment Incompatibility Protection		•	•
	Guest House			•

\*ApplianceGuard plan for homes under 1,000 square feet

## 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 (OneGuard does 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). 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 &amp; 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 holder selects the monthly payment option and OneGuard elects to renew the contract, contract 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. 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 renders the interior of the home uninhabitable. OneGuard will make all reasonable efforts to expedite emergency service. 24-hour emergency service is only available for interior flooding. OneGuard will determine what services constitute an emergency and will make all reasonable efforts to prioritize and expedite emergency service.
  - 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 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 &amp; 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 extra fees for these items.

## 2. TERMITE TREATMENT

**Covered:** For the applicable service fee, OneGuard will provide a Termidor® spot treatment of an existing or pre-existing infestation of subterranean termites.

**Not Covered:** Fungus and wood-destroying organisms other than subterranean termites and carpenter ants. Repair of past, existing or future damage to the property caused by any wood-destroying insect or organism and correction of conducive conditions are not covered.

**Limits:** All termite treatments covered by this contract will be "spot" treatments as defined by the Texas Structural Pest Control Service. Spots treated for termites are guaranteed until expiration of this contract. Any additional "spots" of termite infestation will require an additional service fee.

## 3. PEST CONTROL TREATMENT

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

**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.

## 4. LAWN WEED KILL TREATMENT

**Covered:** For the applicable service fee, OneGuard will spot treat and eradicate any existing lawn weeds from May until August. While this post-emergent Weed Kill Treatment will kill existing weeds, it WILL NOT prevent weed seeds from germinating. Any treatment of new weed growth will require an additional service fee.

**Not Covered:** Prevention of new weed growth, removal of dead weeds, tree and shrub seedlings, Dallisgrass, Nutsedge, Poa Annuua, any landscaped areas other than the lawn and lawn pest control.

**Limits:** This treatment covers lot sizes of 10,000 square feet or less.

### 5. LAWN PRE-EMERGENT WEED CONTROL

**Covered:** For the applicable service fee each season, OneGuard will perform one (1) spring pre-emergent weed control treatment for the entire lawn between January and April and one (1) fall pre-emergent weed control treatment for the entire lawn between August and November. This weed control treatment will eradicate existing broadleaf and grassy weeds. While this treatment may prevent weeds seeds from germinating for up to six (6) months, OneGuard will guarantee that covered weeds will not reappear for a period of 30 days. Should covered weeds reappear within 30 days from the date of treatment, OneGuard will re-treat and eradicate the re-appearing weeds for no additional service fee.

**Not Covered:** Any landscaped areas other than the lawn, lawn pest control, tree and shrub seedlings, Dallisgrass, Nut Sedge and Poa Annuua.

**Limits:** Normal lawn trimming and maintenance is a pre-requisite standard for equitable servicing of this covered service. Lawns that are not trimmed or maintained on a regular basis may require an additional fee for this service. This treatment covers lot sizes of 10,000 square feet or less.

### 6. LAWN FERTILIZATION

**Covered:** For the applicable service fee, OneGuard will perform a lawn fertilization treatment (from March 1st until September 30th) to green up contract holder's lawn by supplying the necessary nutrients to keep the lawn healthy and thick for up to ten (10) weeks.

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

## 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, refrigerant recapture and disposal, 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 the 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.

**Not Covered:** Treatment for new lawns, tree and shrub fertilization and lawn pest control.

**Limits:** This treatment covers lot sizes of 10,000 square feet or less.

### 7. 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, contract holder will be charged additional fees at discounted rates.

**Not Covered:** Old/permanent stain removal, urine and/or feces odors and stains, red wine stain removal, pre-existing visible carpet damage and any stain that requires enzyme treatments.

**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.

### 8. WINDOW CLEANING

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

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

### 9. 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.

**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, hinges, dials, knobs, lint or filter screens and venting.

**Limits:** Maximum for diagnosis, repair, or replacement of a kitchen appliance is \$2,500.

### 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, hinges, dials, knobs, lint or filter screens and venting.

OneGuard will also cover up to \$250 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:** \$500 maximum per plan for diagnosis, repair or replacement for leaks in water, drain, gas or 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 extra 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.

**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.

**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 may result in extra 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

### 1. BUILT-IN KITCHEN REFRIGERATOR UPGRADE

**Note:** For ApplianceGuard and HomeGuard Plans only.

**Covered:** This upgrade increases the maximum coverage limit on contract holder's kitchen refrigerator from \$2,500 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 the kitchen refrigerator covered by the ApplianceGuard or HomeGuard plan.**

### 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 the contract holder desires to be covered by this contract. Unless a refrigerator is rated for garage use, OneGuard only covers 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 freestanding 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 additional booster pumps associated with pool/spa water features or in-pool cleaning systems.

**Note:** Contract fee is for one (1) 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. MAIN LINE PLUMBING

**Note:** For SystemGuard and HomeGuard Plans only.

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

**Not Covered:** Sprinkler systems (unless Sprinkler System & Timer option is selected), 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 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's 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 out-of-pocket-costs.

1. General Exclusions. This contract does not cover:
  - a. 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.
  - b. Routine maintenance of appliances and equipment. Contract holder is responsible for maintenance and cleaning of covered items as specified by the manufacturer.
  - c. Failure of parts or components caused by the lack of manufacturer recommended maintenance of this contract is not covered.
  - d. Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
    - (1) Misuse, abuse or improper usage;
    - (2) Lack of capacity or insufficient or undersized systems or components;
    - (3) Improper previous repairs or modifications;
    - (4) Missing parts, components or equipment;
    - (5) 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;
    - (6) Manufacturer or builder defects;
    - (7) Chemical, soap or sedimentary build-up (except water heaters); or
    - (8) Pest or pet damage.
  - e. 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.
  - f. Repair or remediation of cosmetic defects.
  - g. 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.
  - h. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.
2. Access Limitations:
  - a. Except as noted under "Limits", OneGuard is not responsible for providing access or closing access to covered items.
  - b. 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
  - e. 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.
  - f. OneGuard is not responsible for costs of construction, carpentry or structural modifications necessary to effect repair or replacement of covered items.
  - g. 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.
  - h. This contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
  - i. 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.
  - j. 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 CONTRACT

1. This contract is renewable, subject to OneGuard approval. Renewal is effective only upon issuance of a new contract.
2. 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 at minimum 45 days prior to the expiration of the current contract and contract 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. Contract holder's first payment for the next contract will be construed as authorization for another 12-month contract.
3. This contract is transferable if the covered property is sold during the term of this contract. The contract owner 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

1. This contract shall be cancelled by the contract holder at any time. This contract shall be non-cancelable by OneGuard, except for:
  - a. Nonpayment of plan fees,
  - b. Fraud or misrepresentation of facts material to the issuance of this contract,
  - c. Upon mutual agreement between contract holder and OneGuard, or
  - d. If contract holder harms or threatens the safety or well-being of any employee of OneGuard, a OneGuard service provider or any property of OneGuard or of the service provider.
2. In the event that a First Year contract is cancelled within 30 days of the effective date, the contract holder shall be entitled to a full refund of the paid contract fees less (1) any unpaid service fees and (2) any claims costs incurred. In the event that such contract is cancelled after the 30th day from the effective date, the contract holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less (1) any unpaid service fees, (2) any claims costs incurred and (3) a \$50 administrative fee. Cancellation of this contract must be in writing.
3. In the event of cancellation of a Renewal Customer's 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 (1) any unpaid service fees, (2) any claims costs incurred and (3) a \$50 administrative fee. Cancellation of this contract must be in writing.

#### N. 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](http://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.

#### O. MISCELLANEOUS

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, 1-512-936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

SIGNATURE