



## OneGuard® Real Estate Home Warranty and Service Plans

*Serving Homeowners Since 1990*



SYSTEMS



APPLIANCES



SERVICES



REFRIGERANT  
*No out of pocket  
costs on covered  
breakdowns!*

**PLANS STARTING AT \$399**

ARIZONA



# Why OneGuard?

From leaking faucets to water heater replacements, breakdowns happen when you least expect them, and can bring your life to a sudden halt. For these unforeseen moments, you need the proper coverage, fast response times, and professional service that we deliver.

## Comprehensive Coverage with Few Limits

- No limits or out of pocket costs on AC refrigerant replacement if you have a covered HVAC breakdown\*.
- Unknown Pre-Existing Conditions Coverage takes care of undetectable pre-existing rust and corrosion, as well as mismatched systems, improper maintenance, repairs and installation\*.
- We offer obsolete parts coverage, which means if a necessary part to repair a covered item is obsolete and is no longer available, we will replace your entire item!
- 97% of home warranty claims were approved in 2018!

*\* Available with first-year real estate plans only*



*"I use OneGuard for three different properties and have always had a fantastic experience with the customer service team! Very pleased with the home warranty!"*

**Daniel C. | PHOENIX, AZ**







## A Premier Service Experience

- Award-Winning Customer Service is available 24/7, 365 days a year.
- Our trusted contractors are trained on the OneGuard way and must maintain OneGuard standards to partner with us. We request feedback from our customers after every service call to ensure our contractors are meeting our standards.
- Home maintenance services and tune-ups are included with every plan because we know homes require more than just repairs.
- The OneGuard Mobile App makes requesting and tracking service effortless.

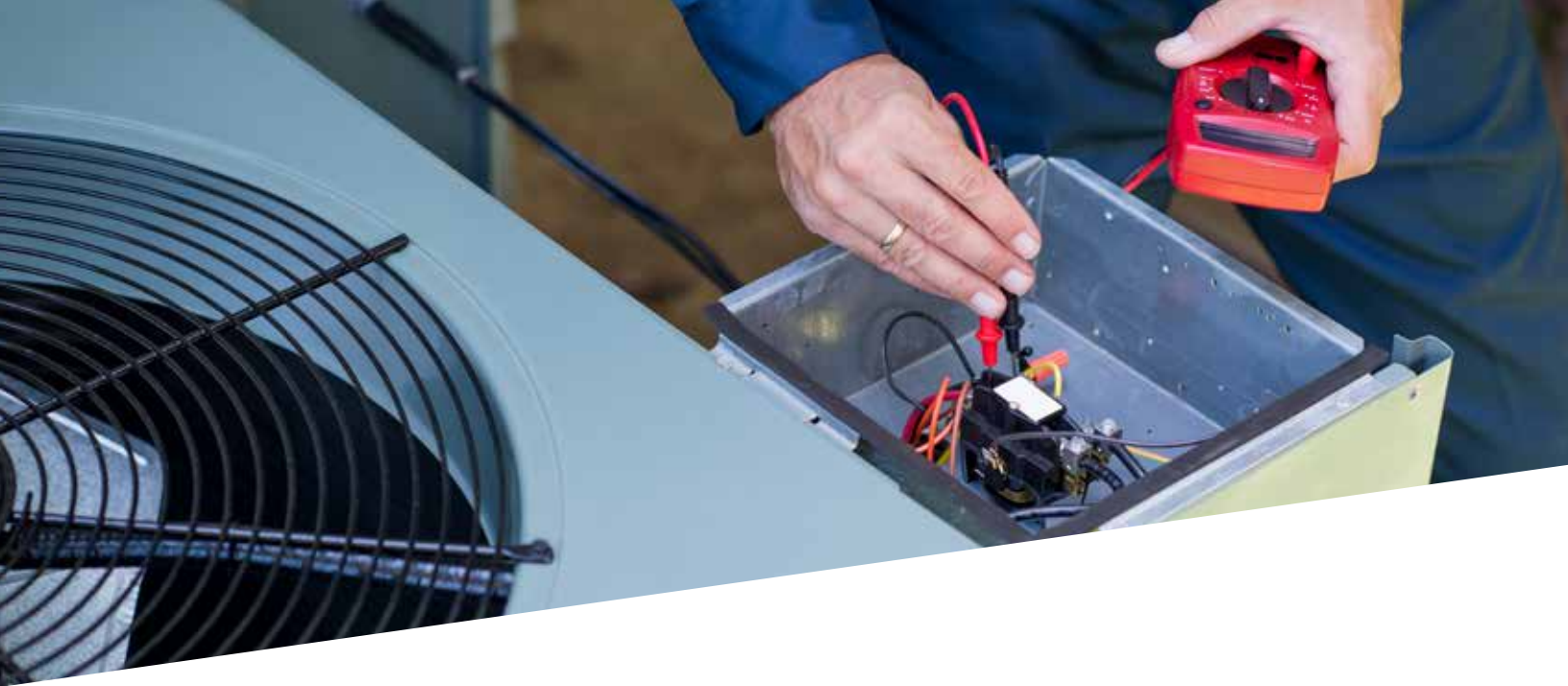


*"From the moment I purchased my home in 2011 this company has been amazing. Every time I have needed something fixed it was always done promptly and with no fuss or delay."*

**Kristin Z. | PHOENIX, AZ**



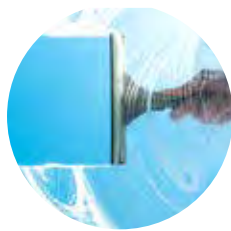
**VISIT [ONEGUARDHW.COM](https://www.oneguardhw.com) OR CALL 888.896.0014 TO ORDER**



## Every OneGuard Home Warranty comes with a Home Service Plan



CARPET CLEANING



WINDOW WASHING



PEST CONTROL



HVAC TUNE-UPS



RE-KEY

### Protect Your Biggest Investment

Order a re-key and garage remote reprogramming service as soon as you close on your home!

*Additional services available. See contract for service details.*



*"After 20+ years as a realtor I was finally impressed enough with a warranty company to purchase one for my personal residence. OneGuard is upping the warranty industry with honesty, responsiveness and quality repairs."*

**Anne L. | MESA, AZ**

**VISIT [ONEGUARDHW.COM](https://www.oneguardhw.com) OR CALL 888.896.0014 TO ORDER**



# How does it work?

If a covered breakdown occurs or you would like to order a home maintenance service, you can submit a service request online, on the OneGuard app, or by calling us. Once you've requested service and paid your service call fee, one of our trusted contractors will contact you to schedule your service.

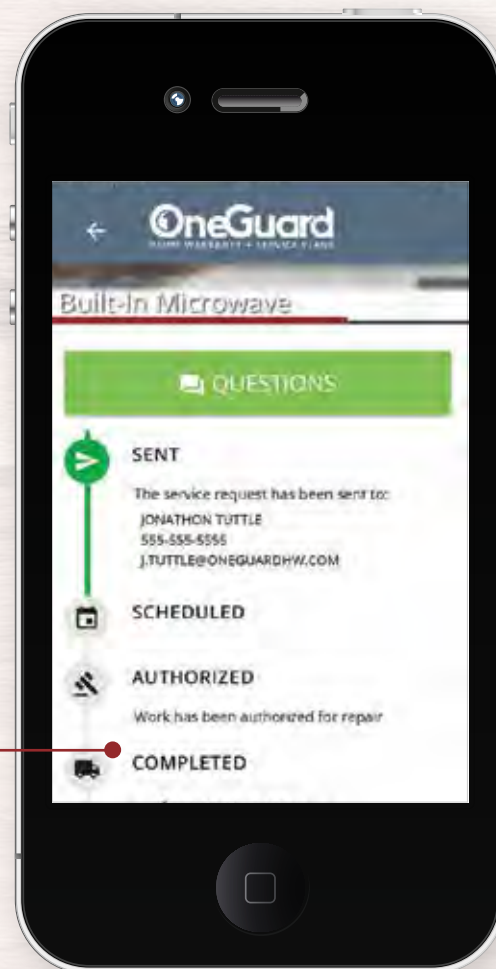
## REQUEST SERVICE...

ONLINE

ON THE  
ONEGUARD APP

OR CALL  
888.896.0014

Track your service requests  
on the OneGuard app!



	Sentinel	Centurion	BEST VALUE Guardian
<b>Appliances</b>			
Dishwasher	●	●	●
Range/Oven/Cooktop	●	●	●
Built-in Microwave	●	●	●
Garbage Disposal	●	●	●
Trash Compactor	●	●	●
Kitchen Refrigerator			●
Washer/Dryer			●
<b>Systems</b>			
Unknown Pre-Existing Conditions Coverage	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★
Air Conditioning and Heating Systems	●	●	●
Refrigerant	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★
Ductwork	●	●	●
Plumbing System and Stoppages	●	●	●
Water Heater	●	●	●
Electrical System	●	●	●
Ceiling and Exhaust Fans	●	●	●
Central Vacuum	●	●	●
Garage Door Openers	●	●	●
Sprinkler System and Timer	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★
HVAC Equipment Incompatibility		FIRST YEAR ★ BONUS ★	FIRST YEAR ★ BONUS ★
Preferred Upgrade (see column at right)		●	●
<b>Home Services</b>			
Re-Key Service & Garage Remote Re-Program	●	●	●
A/C and Heating System Tune-Ups	●	●	●
Termite Treatment	●	●	●
Pest Control Treatment	●	●	●
Carpet Cleaning	●	●	●
Window Cleaning	●	●	●
Dryer Vent Cleaning	●	●	●
Garage Door Opener Tune-up	●	●	●
Ceiling Fan and Light Fixture Install	●	●	●
Pool Maintenance Service (one visit)	●	●	●
Free Security System		●	●
BUYER'S 1-YEAR PLAN	\$399	\$499	\$599
SELLER'S COVERAGE AND BUYER'S PLAN	\$399	\$499	\$599
4-YEAR (years 2-5) NEW CONSTRUCTION PLAN	\$649	\$799	\$949

OneGuard plans cover the repair or replacement of many system and appliance breakdowns, but not necessarily the entire system or appliance. See contract for specific coverage, exclusions and limitations.

## PREFERRED UPGRADE

\$100  
VALUE

Included with Centurion and Guardian Plans

### Adds 30 High-Use Items to Your Coverage

A/C & HEATING SYSTEMS: Registers and grills

PLUMBING: Faucets, shower-heads, and shower panels (up to \$250 per occurrence), whirlpool bath motors, hose bibs, pressure regulators, instant hot water dispensers, indoor sewage ejectors, and toilets of like quality (up to \$650 per occurrence)

WATER HEATER: Expansion tanks and problems caused by sediment

ELECTRICAL: Built-in indoor lighting fixtures including ballasts (up to \$250 per contract period), smoke detectors, and doorbells

RANGE/COOKTOP/OVEN: Rotisseries, racks, handles, knobs, dials, and interior lining

COOLING & WARMING DRAWERS: All mechanical parts

DISHWASHER: Racks, rollers, and baskets

MICROWAVE OVEN: Door glass, interior linings, and shelves

GARAGE DOOR: Springs, hinges, and remote transmitters

PERMITS & CODE UPGRADES: OneGuard will pay up to \$250 per occurrence for approved repairs or replacements that require a permit or to correct a code violation when affecting a covered repair or replacement.

REFRIGERANT RECAPTURE & DISPOSAL: OneGuard will pay costs related to the recapture and disposal of refrigerants.

ENHANCED STOPPAGE COVERAGE: OneGuard will pay up to \$250 per contract period to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage, or to access drain line from rooftop or toilet drain.

EQUIPMENT DISPOSAL: OneGuard will pay costs related to the removal of covered items in conjunction with the replacement of a system, appliance, or component.

**SERVICE CALL FEE**  
**\$75**

Coverage is for single family residences (including condos, townhomes and manufactured housing) less than 5,000 square feet. For additional square footage, duplex, tri-plex or four-plex pricing, please call 888-896-0014.

Order now on the OneGuard Real Estate App, online at [OneGuardHW.com](http://OneGuardHW.com), or call 888.896.0014

## PROPERTY TO BE COVERED

*\* Required Information*

\*ADDRESS

\*CITY

\*STATE

\*ZIP CODE

SQ. FOOTAGE

YEAR BUILT

HEATING

☐ GAS

☐ ELECTRIC

SELLER'S NAME

PHONE NUMBER

EMAIL

\*BUYER'S NAME

\*PHONE NUMBER (CELL)

\*EMAIL

MAILING ADDRESS (If different from property address)

CITY

STATE

ZIP CODE

## REAL ESTATE AND CLOSING INFORMATION

PLAN INITIATED BY: ☐ SELLER'S AGENT ☐ BUYER'S AGENT

\*INITIATING AGENT NAME

\*REAL ESTATE COMPANY

\*PHONE

EMAIL

\*COOPERATING AGENT NAME

\*REAL ESTATE COMPANY

\*PHONE

EMAIL

ESCROW COMPANY

ESCROW OFFICER

PHONE

FAX

ESCROW NUMBER

EST. CLOSING DATE

## SELECT YOUR COVERAGE

BUYER'S 1-YEAR PLAN

SELLER'S COVERAGE AND BUYER'S PLAN

4-YEAR (years 2-5) NEW CONSTRUCTION PLAN

### Optional Coverage

	Sentinel	Centurion	Guardian
BUYER'S 1-YEAR PLAN	<input type="checkbox"/> \$399	<input type="checkbox"/> \$499	<input type="checkbox"/> \$599
SELLER'S COVERAGE AND BUYER'S PLAN	<input type="checkbox"/> \$399	<input type="checkbox"/> \$499	<input type="checkbox"/> \$599
4-YEAR (years 2-5) NEW CONSTRUCTION PLAN	<input type="checkbox"/> \$649	<input type="checkbox"/> \$799	<input type="checkbox"/> \$949
HVAC Equipment Incompatibility Coverage	<input type="checkbox"/> \$100	INCLUDED	INCLUDED
Preferred Upgrade	<input type="checkbox"/> \$100	INCLUDED	INCLUDED
Washer/Dryer Set	<input type="checkbox"/> \$90	<input type="checkbox"/> \$90	INCLUDED
Kitchen Refrigerator (first unit)	<input type="checkbox"/> \$80	<input type="checkbox"/> \$80	INCLUDED
Add'l Refrigeration Units (per unit - refrigerator, freezer or ice maker)	<input type="checkbox"/> \$70	<input type="checkbox"/> \$70	<input type="checkbox"/> \$70
Built-in Pool/Spa (first set of equipment)	<input type="checkbox"/> \$190	<input type="checkbox"/> \$190	<input type="checkbox"/> \$190
Salt Water Pool / Spa (first set of equipment)	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375
Add'l Pool/Water Feature/Ornamental Fountain Pump (per unit)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Extended Main Line Plumbing	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Water Softener & R/O Water Filtration System	<input type="checkbox"/> \$75	<input type="checkbox"/> \$75	<input type="checkbox"/> \$75
Guest House	<input type="checkbox"/> \$195	<input type="checkbox"/> \$195	<input type="checkbox"/> \$195
Septic System	<input type="checkbox"/> \$75	<input type="checkbox"/> \$75	<input type="checkbox"/> \$75
Well Pump	<input type="checkbox"/> \$95	<input type="checkbox"/> \$95	<input type="checkbox"/> \$95
<b>TOTAL PLAN FEE</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

## SELECT A PAYMENT PLAN

PAYMENT METHOD: ☐ ESCROW ☐ CHECK MAIL TO: 20410 N. 19th Avenue, Suite 200 • Phoenix, AZ 85027  
 I DESIRE: ☐ THE HOME WARRANTY COVERAGES LISTED ABOVE. ☐ TO DECLINE THE BENEFITS OF THIS COVERAGE.

SERVICE  
CALL FEE  
\$75

SIGNATURE

DATE



## A. COVERAGE OVERVIEW

1. This residential service contract ("contract") is offered, administered, and serviced by OneGuard Home Warranties ("OneGuard") located at 20410 N. 19th Avenue, Suite 200, Phoenix, AZ 85027. Toll free phone number is 888-896-0014. In accordance with the terms and conditions of this contract, OneGuard will repair or replace contract holder's selected covered items so long as they:
  - a. Are in good, safe working order and correctly installed at the premises on the effective date of this contract;
  - b. Become inoperative from normal wear and tear after the effective date of this contract;
  - c. Are classified by the manufacturer as residential (OneGuard does not cover systems classified as commercial);
  - d. Are located within the perimeter of the main house foundation or garage (with the exception of items marked with an \*\*\*);
  - e. Are not covered by a manufacturer, distributor, builder, extended warranty or homeowner's insurance policy;
  - f. Are reported during the term of this contract.
2. This contract covers single-family residences (including condos in buildings of three (3) stories or less, townhomes and manufactured housing) 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.
3. 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 of a 90-day warranty.
4. 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.
5. 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 evidencing the repairs or replacement.
6. 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

1. Contract holder is responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the Owner's Manual.
2. When a failure occurs, turn covered item off, protect it from further damage and contact OneGuard online at OneGuardHW.com, on the OneGuard app, or by calling 888.896.0014. Should contract holder fail to protect the covered item from further damage, the consequential damage is not covered.
3. 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

1. **Home Seller Customer.** Seller's Coverage is available when the property is listed and the Seller agrees to provide a home warranty paid out of the proceeds of the closing. Seller's Coverage contract term begins upon the issuance of a plan number by OneGuard and continues for 180 days, until close of escrow, or upon termination of listing (whichever occurs first). Should home seller submit a claim during Seller's coverage period, \$150 of the plan fee will be due at time of service request in addition to the trade service call fee. The remainder of the plan fee will be due upon close of escrow. In the event that the close of escrow does not occur in the 180-day period, OneGuard may, at its sole discretion, extend the Seller's coverage term. Should OneGuard extend the Seller's coverage term, an extra fee may be charged.
2. **First Year Customer**
  - a. **Home Buyer Customer.** Home Buyer customer contract term begins at close of escrow if the annual fee is paid in escrow and continues for one (1) year. Annual fee must be received within 30 days from the close of escrow. A Home Buyer Customer purchases a contract in conjunction with a real estate transaction.
  - b. **New Construction Customer.** New Construction Customer contract term begins one (1) year from the original close of escrow and continues for four (4) years from that date. Plan fee must be received within 30 days from the close of escrow.
3. **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 one-year Direct-to-Consumer contract term will begin, new plan fee pricing may differ, and the new contract term will begin ten (10) days after receipt of plan fees (See section L - RENEWALS & TRANSFER OF CONTRACT).

## D. REQUESTING SERVICE

1. Contract holder, contract holder's agent or tenant must contact OneGuard online at OneGuardHW.com, on the OneGuard app, or by calling 888.896.0014 as soon as the problem is discovered and prior to the expiration date for covered work to be performed under this contract.
2. 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.**
3. **Service Response Times.**
  - a. **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.
  - b. **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.
  - c. OneGuard will determine what services constitute an emergency and will make all reasonable efforts to prioritize and expedite emergency service.
  - d. **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

1. For each separate item, contract holder is responsible to pay a \$75 service fee. The service fee will be due and payable to OneGuard at the time of scheduled service request. This includes when:
  - a. A contract holder cancels a service request after the service contractor is in route to the contract holder's home;
  - b. A contract holder fails to provide accessibility necessary to perform the service request;
  - c. A service contractor's diagnosis results in a partial or complete exclusion of coverage; or
  - d. OneGuard approves a contract holder's request for a second opinion.
2. Service work is guaranteed for thirty (30) days unless otherwise noted. If an additional service request is made on the same item within the guaranteed period and a different repair is required or no failures are found a new service fee is due.
3. Failure to pay service fees could result in suspension or cancellation of this contract.
4. OneGuard reserves the right to obtain a second opinion at OneGuard's expense. In the event that OneGuard informs contract holder 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. HOME SERVICE PLAN

### 1. AIR CONDITIONING & HEATING SYSTEM TUNE-UPS

**Note:** For the applicable service fee each season, OneGuard will perform one (1) Air Conditioning Pre-Season Tune-up between February and April 15th 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 and 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, cleaning or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (filters must be replaced monthly).

**Limits:** Tune-ups are covered for one (1) unit. Contract holder will be responsible to pay \$30 for each additional unit.

### 2. RE-KEY SERVICE & GARAGE DOOR REMOTE RE-PROGRAM

**Covered:** For the applicable service fee, OneGuard will provide re-programming of 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.

### 3. TERMITE TREATMENT

**Covered:** For the applicable service fee, OneGuard will provide a Termidor® spot treatment of an existing or pre-existing occurrence 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 Arizona Office of Pest Management. Spots treated for termites are guaranteed until expiration of this contract. Any additional "spots" of termite infestation will require an additional service fee.

### 4. PEST CONTROL TREATMENT

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

**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 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.



## 6. POOL MAINTENANCE

**Covered:** Complete water analysis, administration of all chemicals to maintain properly balanced water, clean salt cell (as needed), empty skimmer/pump baskets, backwash filter, brush walls and steps, inspect pool equipment, skimming of surface and bottom debris, vacuum pool floor (as needed), lube backwash piston o-rings and lid o-rings (as needed).

**Not Covered:** Filter cleaning, green pool clean-up, acid washing, sand changes, equipment repairs, algae treatment, phosphate treatment, calcium line removal. Built-in or salt water pool/spa equipment is not covered for repair or replacement unless the appropriate coverage is selected and option fee is paid.

**Note:** Filter Cleanings (Filters require a cleaning service every six months), Green Pool Clean-up, sand changes, acid washes are not included in a regular pool maintenance visit, but can be done at a discounted rate for weekly maintenance customers. Monthly rate is for typical residential play pools. Dive Pools will be an additional \$15 per month.

## 7. CARPET CLEANING SERVICE

**Covered:** For the applicable service fee, OneGuard will provide one (1) carpet cleaning service of general soiling in up to three (3) rooms or no 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, pet urine and/or feces stains, red 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 SERVICE

**Covered:** For the applicable service fee, OneGuard will clean up to fifteen (15) exterior ground-level 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. SENTINEL PLAN COVERAGE

## 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 and radiators, cranes for rooftop/packaged units.

**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, maintenance, cleaning, problems caused by dirty and/or clogged coils, condenser casings, deionizers, registers, grills, pre-coolers, non-ducted wall units, condensate pans, condensate line stoppages, supply lines and valves external to unit, pads or pad frames, automatic or manual dampers, refrigerant recapture and disposal, air conditioning with improperly sized systems and structural modifications required in connection with any covered repair.

**Limits:** For diagnosis, repair, or replacement of glycol, water sourced, radiant HVAC systems, steam, or geothermal heating systems there is a \$1,500 maximum per contract period.

## 2. DUCTWORK

**Covered:** Ductwork that becomes detached at registers/grills or at transition/plenum at the unit will be reattached.

**Not Covered:** Insulation, vapor barrier, dampers and damper controls, improperly sized ductwork, efficiency problems and legally mandated diagnostic testing of ductwork when replacing heating or cooling equipment.

**Limits:** \$500 maximum per contract period for diagnosis and/or repair of ductwork.

## 3. PLUMBING SYSTEM & STOPPAGES

**Covered:** Leaks or breaks in water, gas, drain, sewer or vent lines that are located within the perimeter of the main house foundation, 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 and clearing of stoppages in sewer lines through accessible ground-level clean out. Clearing of stoppages are guaranteed for seven (7) days.

**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, faucets, showerheads, shower arms, whirlpool bath motor and pump assembly, grouting/caulking, bidets, instant hot water dispenser, plumbing for solar systems, septic tanks and ejector pump, pressure regulators, 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), access or installation of a ground-level clean out, hydrojetting and hose bibs.

**Limits:** \$1,000 maximum per contract period 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. Toilet bowls and tanks replaced with builder grade.

## 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 heater 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 and/or junction boxes.

**Not Covered:** Fixtures, inadequate wiring capacity, doorbells, 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, ballasts and system controllers.

## 6. DISHWASHER

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

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

## 9. DRYER VENT CLEANING SERVICE

**Note:** This service is intended for single family dwellings. This service may require an additional fee for rooftop vents or 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.

## 10. 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 for each 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.

## 11. FREE SECURITY SYSTEM

Homes without a security system or with outdated equipment are eligible for a Free Security System (OAC) when contract holder agrees to monthly monitoring by OneGuard's service provider.

**Not Covered:** Repairs and replacements of the security system.

## 11. ADDITIONAL BENEFITS

**Covered:** From time to time, OneGuard, in its sole discretion, may offer you additional benefits or services under this Home Service Plan ("Additional Benefit"). Any such Additional Benefit shall be subject to the terms and conditions of the Agreement and any other terms and conditions specified by OneGuard when communicating to you concerning any such Additional Benefit. Any such Additional Benefit which you choose to utilize may be subject to additional costs, including but not limited to a Trade Service Fee.

## 7. RANGE/OVEN/COOKTOP

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

**Not Covered:** Racks, knobs, handles, shelves, detachable accessories, door glass or glass tops, hinges, springs, light bulbs, clock and oven timer; sensi-heat burners will be replaced with standard burners.

**Limits:** \$2,000 total maximum per contract period for diagnosis, repair or replacement of range/oven/cooktop.

## 8. BUILT-IN MICROWAVE

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

**Not Covered:** Door glass, interior linings, shelves, detachable accessories and countertop or portable units.

## 9. GARBAGE DISPOSAL

**Covered:** All parts and components included.

## 10. TRASH COMPACTOR

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

**Not Covered:** Removable buckets and lock/key assemblies.

## 11. CEILING & EXHAUST FANS

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

**Not Covered:** Attic fans, whole-house fans, light kits, pull chains, remote controls, heaters, and outdoor ceiling fans.

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

## 12. CENTRAL VACUUM

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

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

## 13. GARAGE DOOR OPENER

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

**Not Covered:** Doors, springs, hinges, adjustments, light bulbs, remote transmitters, track assembly and non-compliance with current safety standards.

## 14. SPRINKLER SYSTEM & TIMER

**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 grade when necessary. Covers systems with 6 valves or less. Systems with more than 6 valves require an additional fee.

## 15. UNKNOWN PRE-EXISTING CONDITIONS COVERAGE

**Covered:** This contract covers breakdowns caused by unknown defects and conditions that predate the effective date of this contract such as 1) insufficiently maintained systems, 2) rust or corrosion, 3) mismatched systems, and 4) improper installation or repair so long as the mechanical failure was not known, was not caused by the current contract holder, and would not have been detectable by a state certified home inspection or a visual inspection and simple mechanical test and 5) conditions which were known or should reasonably have been known by OneGuard or the person selling this contract on OneGuard's behalf. A visual inspection is an observation of the covered item to verify that it is structurally intact, without missing parts, and without damage or conditions that could cause imminent failure (i.e. corrosion, sediment build-up, mechanical damage, etc.). A simple mechanical test consists of operating the covered item and performing simple diagnostic tests to ensure that it operates properly and without irregular sounds, smoke, or other abnormal outcomes. A home inspection qualifies as a visual inspection and simple mechanical test.

**Note:** The Unknown Pre-Existing Conditions Coverage is intended to cover unknown pre-existing conditions caused by the previous owner. For purposes of determining whether a breakdown was caused by an unknown pre-existing condition, OneGuard will accept a licensed contractor's written diagnosis or a state-certified home inspection as proof that the problem was unknown so long as the inspection was performed within 60 days of the effective date and so long as the contractor/inspector uses industry standard diagnosis guidelines. For example, HVAC industry standards suggest that a properly functioning A/C system should have a temperature differential split between 16 degrees and 22 degrees. A temperature split differential higher or lower than that standard should not be considered to be in "working condition" in the contractor's/inspector's written report. This coverage is not intended to take responsibility for normal maintenance and proper use of appliances and equipment by the contract holder. The contract holder must have all known pre-existing 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. This coverage also does not cover undersized systems.

## H. CENTURION PLAN COVERAGE

Centurion Plan covers all covered Items in the Sentinel Plan (Section G) plus the following:

### 1. PREFERRED UPGRADE (see J.1 for specific details and coverage)

## I. GUARDIAN PLAN COVERAGE

Guardian Plan covers all covered Items in the Centurion Plan (Section H) plus the following:

### 1. KITCHEN REFRIGERATOR (see J.3 for specific details and coverage)

## J. OPTIONAL COVERAGE

### 1. PREFERRED UPGRADE - \$100/year

**Covered:** A/C & Heating Systems: Registers, grills – **Plumbing:** Faucets, showerheads, and shower panels (up to \$250 per occurrence), whirlpool bath motors and pump assembly, hose bibs attached to the home\*, pressure regulators\*, instant hot water dispensers, indoor sewage ejectors and toilets of like quality (up to \$650 per occurrence) – **Water Heater:** Expansion tanks and problems caused by sediment – **Electrical:** Smoke detectors, doorbells and OneGuard will pay up to \$250 per contract period to repair or replace indoor built-in lighting fixtures including ballasts – **Range/Cooktop/Oven:** Rotisseries, racks, handles, knobs, dials and interior lining – **Warming & Cooling Drawers:** All parts and components that affect the mechanical operation – **Dishwasher:** Racks, rollers and baskets. – **Microwave Oven:** Door glass, interior linings and shelves – **Garage Door:** Springs, hinges and remote transmitters – **Permits & Code Upgrades:** OneGuard will pay up to \$250 per occurrence for approved repairs or replacements that require a permit or to correct a code violation when affecting a covered repair or replacement. – **Refrigerant Recapture and Reclamation:** OneGuard will pay costs related to recapture, reclamation and disposal of refrigerants. – **Enhanced Stoppage Coverage:** OneGuard will pay up to \$250 per contract period to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage or to access drain line from rooftop or toilet drain. – **Equipment Disposal:** OneGuard will pay costs related to the removal of covered items in conjunction with the replacement of a system, appliance or component.

### 2. HVAC EQUIPMENT INCOMPATIBILITY PROTECTION - \$100/year

**Note:** The Federal Government is mandating the phase out of R-22 refrigerant 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 stopped producing air conditioning systems that utilize R-22 refrigerant in January 2015. In its place, manufacturers are producing air conditioning systems that utilize a non-ozone depleting refrigerant called R-410a 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.

**Covered:** When OneGuard replaces an R-22 condenser or air handler, 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 upgrade the existing covered air conditioning equipment to maintain compatibility and to meet the new federal standards.

**Not Covered:** Plenum, transition or structural modifications.

### 3. KITCHEN REFRIGERATOR - \$80/year

**Note:** This coverage is for one (1) kitchen refrigerator.

**Covered:** All mechanical parts and components that affect the operation of a kitchen refrigerator including the ice maker and ice/water dispenser except:

**Not Covered:** Any removable equipment, shelves, racks, drawers, ice crusher, hinges, light bulbs, food spoilage, interior thermal shell, insulation, multi-media centers and filters.

**Limits:** \$2,500 maximum per contract period for diagnosis, repair or replacement of a kitchen refrigerator.

### 4. ADDITIONAL FREESTANDING REFRIGERATION UNITS - \$70/year per unit

**Note:** Coverage is for one (1) freestanding refrigeration unit. A refrigeration unit is defined as a freestanding refrigerator, freezer, ice maker or wet bar refrigerator. Additional fee is required for each refrigeration unit that 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.

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

**Not Covered:** Dual compressor refrigeration units, 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 per contract period for diagnosis, repair or replacement of additional freestanding refrigerators, freezers or ice makers.

### 5. WASHER & DRYER - \$90/year per set

**Note:** Fee is for one (1) set. Additional fee is required for coverage of an additional washer and dryer set.

**Covered:** All mechanical parts and components that affect the operation of a washer and dryer, except:

**Not Covered:** Dispensers, plastic mini-tubs, lint or filter screens, venting, hinges, hoses, dials and knobs.

### 6. BUILT-IN POOL/SPA EQUIPMENT - \$190/year SALT WATER POOL/SPA EQUIPMENT - \$375/year

**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 & 3-way valves, switches, above ground plumbing and electrical that are associated with primary pump and filter. When Salt Water Pool Equipment coverage is selected and option fee is paid, salt water cell and circuit board are also covered.

### 2. HVAC EQUIPMENT INCOMPATIBILITY COVERAGE (see J.2 for specific details and coverage)

### 2. WASHER & DRYER (see J.5 for specific details and coverage)

**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 Addt'l Pool/Water Feature/Ornamental Fountain Pump coverage is selected and paid), heat pumps, computerized/automated control boards and related equipment, booster pumps and water feature pumps (unless the Addt'l Pool/Water Feature/Ornamental Fountain Pump 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 but not limited to salt system chlorinators (unless the Salt Water Pool/Spa Equipment 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 per contract period for diagnosis, repair or replacement of primary pool/spa heater.

### 7. ADDT'L POOL/WATER FEATURE/ORNAMENTAL FOUNTAIN PUMP - \$100/year/pump

**Note:** Option fee is required for each additional pump. Built-In Pool/Spa Equipment or Salt Water Pool/Spa Equipment option must be selected before this option can be purchased.

**Covered:** This option provides coverage for one (1) additional booster pump associated with pool/spa water features or in-pool cleaning systems. Multiple options must be selected to cover multiple pumps.

### 8. EXTENDED MAIN LINE PLUMBING - \$100/year

**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, 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 period for 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 disrupted as a result of accessing and closing access to underground plumbing.

### 9. WATER SOFTENER & REVERSE OSMOSIS FILTRATION SYSTEM - \$75/year

**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 contract period for diagnosis, repair or replacement of reverse osmosis filtration systems and water softener or components.

### 10. SEPTIC SYSTEM - \$75/year

**Covered:** Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house.

**Not Covered:** Seepage pits, tile fields and leach beds, leach lines, lateral lines, cost of locating or gaining access to covered items, chemical treatments, insufficient capacity, clean out and pumping.

**Limits:** \$500 maximum per contract period for the diagnosis, repair or replacement.

### 11. WELL PUMP - \$95/year

**Covered:** Well pump utilized as main water source to the dwelling.

**Not Covered:** Piping and electrical lines including wiring from control box to the pump, well casing, storage or pressure tank, pressure switches, capacitors or relays, re-drilling of wells, booster pumps, well pump for geothermal or water source heat pumps and access to repair well pump system.

**Limits:** \$500 maximum per contract period for the diagnosis, repair or replacement.

### 12. GUEST HOUSE - \$195/year

**Covered:** Extends coverage to contract holder's detached guest house for air conditioning and heating systems, air conditioning and heating system tune-ups, plumbing system, water heater, electrical system, dishwasher, oven/range/cooktop, built-in microwave, garbage disposal, and ceiling and exhaust fans.

**Not Covered:** Washer, dryer and refrigerator (additional premium is required to cover washer, dryer, refrigerator or any other optional coverage items).

## COVERAGE LIMITS — QUICK GLANCE

	\$ LIMIT
• Water Sourced, Radiant HVAC Systems, Steam, or Geothermal Heating Systems	\$1,500
• Ductwork	\$ 500
• Concrete Encased / Underground Plumbing Leaks	\$1,000
• Range/Oven/Cooktop	\$2,000

## OPTIONAL COVERAGE LIMITS

	\$ LIMIT
• Kitchen Refrigerator	\$2,500
• Additional Freestanding Refrigerators, Freezers, Ice-Makers	\$1,000
• Pool/Spa Heater	\$1,000
• Extended Mainline Plumbing	\$1,000
• Water Softener & R/O Filtration System	\$ 500
• Septic System	\$ 500
• Well Pump	\$ 500
• Faucets and Shower-heads	\$ 250
• Toilets	\$ 650



## 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. 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. **Pre-existing defects are not covered except as detailed in the UNKNOWN PRE-EXISTING CONDITIONS COVERAGE section (G.15).**
- c. **Routine maintenance of appliances and equipment. Contract holder is responsible for maintenance and cleaning of covered items as specified by the manufacturer.**
- d. **With the exception of coverage granted by the UNKNOWN PRE-EXISTING CONDITIONS COVERAGE, failure of parts or components caused by the lack of manufacturer recommended maintenance is not covered under this contract.**
- e. **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, war, riots, or power failure/surge/shortage/outage;**
  - (6) **Manufacturer or builder defects;**
  - (7) **Chemical, soap or sedimentary build-up (except water heaters); or**
  - (8) **Pest or pet damage.**
- f. **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.**
- g. **Repair or remediation of cosmetic defects.**
- h. **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.**
- i. **Electronic, computerized, home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.**
- j. **Internet/wireless connectivity and multi-media features of covered systems and appliances.**
- k. **Systems or appliances classified by the manufacturer as commercial.**

### 2. Access Limitations:

- a. 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 for coverage provided by the Preferred Upgrade, 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, to meet current building or zoning code requirements or correct for code violations.
- b. Except for coverage provided by the Preferred Upgrade, OneGuard is not responsible for fees associated with:
  - (1) Legally required permits
  - (2) Recapture of refrigerants
  - (3) Disposal of old covered equipment
- c. OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
- d. 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.
- e. Except as noted in the HVAC Equipment Incompatibility Option when purchased, 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. OneGuard is not responsible for costs to locate leaks, blockages, breaks or other mechanical failures.
- i. This contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
- j. 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.
- k. 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's 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 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 to transfer coverage.

## M. CANCELLATION

1. This contract shall be cancellable by the contract holder at any time. This contract shall be non-cancellable by OneGuard, except for:
  - a. Non-payment of contract or service fees;
  - b. Fraud or misrepresentation of facts material to the issuance of this contract;
  - c. Upon mutual agreement between contract holder and OneGuard;
  - d. When the contract is for Seller's Coverage and close of escrow does not occur within 180 days from the effective date; or
  - e. If contract holder harasses, 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 Home Seller's, Home Buyer's or a Renewal Customer's contract is cancelled any time after the effective date, the contract holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less (a) any unpaid service fees and (b) OneGuard's total cost to provide service under this contract and (c) an administration fee equal to the lesser of \$50.00 or 10% of the paid plan fees. Cancellation of this warranty 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). 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 permit granted by the Arizona Department of Insurance ("ADOI"), and complaints in connection with this contract may be directed to the ADOI by phone at 602-364-2499, online at [www.insurance.az.gov](http://www.insurance.az.gov), or by mail at 100 N. 15th Ave., Suite 102, Phoenix, AZ 85007.

SIGNATURE



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