



TEXAS



OneGuard[®]

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brand

REAL ESTATE PLANS FOR TODAY'S MARKET.

- ✓ No Out-of-Pocket Costs for Refrigerant
- ✓ Coverage for Unknown, Pre-existing Conditions
- ✓ Home and Maintenance Services
- ✓ Personalized Customer Service and Support

WHAT IS A HOME WARRANTY?

A OneGuard home warranty protects your home and budget from covered appliance breakdowns and system component failures that occur due to normal wear and tear. With customizable plans and reliable contractors, you have support when things go wrong.

OneGuard goes a step further than typical home warranties by complementing this coverage with a broad range of home maintenance services to help free up your time.

How Do You Request Service?



Report your covered issue online, in the OneGuard App, or by phone 24/7, and pay your service fee.



One of our qualified contractors will contact you to schedule a repair visit.



We'll follow up to make sure your issue is resolved and get your feedback.

Types of Properties We Cover*:

- ✓ Single-Family Home
- ✓ Duplex/Triplex/Fourplex
- ✓ Condo/Townhome
- ✓ Mobile Home
- ✓ New Construction



30-Day Workmanship Guarantee

If you have an issue with a completed repair within 30 days of service, we'll send a contractor back out for no additional cost.

*Coverage is for single-family residences (including condos in buildings of three (3) stories or less, townhomes and manufactured housing) less than 5,000 square feet. Duplex, triplex or fourplex coverage and single-family residences over 5,000 square feet are covered when additional fee is paid.

See the plan contract at OneGuardHW.com, or read the sample contract included in this brochure for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply.

ONEGUARD IS THE PREMIER HOME WARRANTY.



No limits or out of pocket costs for refrigerant on covered breakdowns*



Repairs done right—
if we can't fix it, we replace it*



OneGuard App for
requesting service and
managing warranty



Home maintenance services
and tune-ups included in
every plan to help with more
than just repairs



Customer feedback
requested after every service
call to ensure our contractors
are meeting our standards

*Subject to the limitations and exclusions of your contract.



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ONEGUARD HELPS BUYERS AND SELLERS.

See how our plans can boost your real estate transactions.

Buyer Benefits

- ✓ Investment protection
- ✓ Increased confidence in home purchase
- ✓ Access to expert repair services

Seller Benefits

- ✓ Budget protection
- ✓ Mitigation of unexpected, covered issues
- ✓ More effective marketing

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WE HANDLE MORE THAN BREAKDOWNS.

In addition to comprehensive home coverage, every OneGuard warranty includes maintenance services and special offers that make homeownership simpler.



RE-KEY*



**GARAGE DOOR
REMOTE RE-PROGRAM***



**PEST
CONTROL***



**HVAC
TUNE-UPS***



**TV WALL
MOUNTING****



**POWER
WASHING****



**TILE & GROUT
CLEANING****



**GUTTER
CLEANING****



**CEILING FAN
INSTALLATION****

*Available in all areas.

**Offered in the Dallas/Ft. Worth, Houston, San Antonio, and Austin metro markets. Subject to availability in certain zip codes.

Service Call Fee and availability of additional services varies by location. See the plan contract at OneGuardHW.com, or read the sample contract included in this brochure for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply.



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EVERYTHING YOU NEED IN ONE CONVENIENT APP.

When you join OneGuard, you can access the Customer Portal and manage every aspect of your home warranty through our App.



Available for iOS and Android

- ✓ Place service requests, review invoices and more.
- ✓ Know when your service/repair request has been sent, scheduled, authorized and completed.
- ✓ Access and update your payment information securely.
- ✓ View your savings based on the retail cost of home services and repairs.
- ✓ Create a portfolio for multiple properties under a single login.
- ✓ View up to 2 years of account activity.



SAMPLE CONTRACT

A. COVERAGE OVERVIEW

- This residential service Contract ("Contract") is offered, administered, serviced, and backed by the full faith and credit of 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:
 - 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 "X");
 - Are not covered by a manufacturer, distributor, builder, extended warranty or homeowner's insurance policy;
 - Are reported during the term of this Contract.In addition, OneGuard will not exclude any selected covered items from coverage solely due to a condition existing prior to the effective date of this contract as long as such condition was known or should reasonably have been known by OneGuard or the person selling this Contract on OneGuard's behalf prior to the sale of this Contract.
- 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.

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, 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, 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 AND EFFECTIVE DATE

- 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, \$200 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. Additional optional coverage in Sections H, I, and J are not covered during Seller's coverage term.
- First Year Customer**
 - 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.
 - 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.
- 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 (CALL 888.896.0014)

- 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. When Contract Holder requests service by phone, no claim form or application is necessary for covered work to be performed under this Contract.
- 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.**

E. TRADE SERVICE FEE

- 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 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.
- Repair 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.
- Failure to pay service fees could 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 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 COVERAGE

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 while owned by the Contract Holder (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 REPROGRAM

Covered: For the applicable service fee, OneGuard will provide reprogramming of two (2) garage remotes, rekey 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, reprogramming 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. 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 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.

4. ADDITIONAL BENEFITS

Covered: From time to time, OneGuard, in its sole discretion, may offer Contract Holder 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 the Contract Holder concerning any such Additional Benefit. Any such Additional Benefit which the Contract Holder chooses to utilize may be subject to additional costs, including but not limited to a Trade Service Fee.

G. SENTINEL EXTENDED AREA 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.

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: \$1,500 maximum per Contract period for diagnosis, repair, or replacement of glycol, water sourced, radiant HVAC systems, steam, or geothermal heating systems.

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: \$500 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.

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, trim kits, install kits, 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. 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.

13. UNKNOWN PRE-EXISTING CONDITIONS COVERAGE

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, unless such pre-existing defects were known or should reasonably have been known by OneGuard or the person selling this Contract on OneGuard's behalf prior to the sale of this Contract. **This coverage also does not cover undersized systems.**

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.

H. CENTURION EXTENDED PLAN COVERAGE

Centurion Extended Area Plan covers all covered items in the Sentinel Extended Area Plan (Section G) plus the following:

1. PREFERRED UPGRADE

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

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.

I. GUARDIAN EXTENDED PLAN COVERAGE

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

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.

2. WASHER & DRYER

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.

3. EXTENDED MAINLINE PLUMBING

Covered: Shutoff 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.

J. OPTIONAL COVERAGE

1. ADDITIONAL FREESTANDING REFRIGERATION UNITS

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.

2. WATER SOFTENER & REVERSE OSMOSIS FILTRATION SYSTEM

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.

3. SEPTIC SYSTEM

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.

4. WELL PUMP

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.

5. BUILT-IN POOL/SPA EQUIPMENT and/or 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 & 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.

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 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 option is selected and paid), problems caused while owned by the Contract Holder 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.

6. ADDT'L POOL/WATER FEATURE

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.

7. GUEST HOUSE

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 | \$ 500 |
| • 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.
- 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 while owned by the Contract Holder is not covered under this Contract.
- e. Breakdowns that are caused by any condition that is not considered to be normal wear while owned by the Contract Holder 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 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, 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. Contract Holder's non-payment of Contract or service fees;
 - b. Contract Holder fraud or misrepresentation of facts material to the issuance of this Contract.
2. In the event that a Home Seller's Contract expires or is cancelled prior to the close of the home sale, the Contract Holder will be entitled to a pro-rata refund (calculated on a 180-day basis) of the paid plan fee for the unexpired term less (a) any unpaid service fees, (b) any service costs incurred, (c) any inspection costs incurred, and (d) a \$50

administration fee. Cancellation of this Contract must be in writing.

3. In the event that a 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, (b) any service costs incurred, and (c) a \$50 administration fee. 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. 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

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.

THIS COMPANY MAY PAY PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

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.

SIGNATURE

Texas Extended Area Warranty Plans and Pricing

| | BEST VALUE | | |
|--|-------------------------|-------------------------|-------------------------|
| APPLIANCES | Sentinel | Centurion | Guardian |
| Dishwasher | ● | ● | ● |
| Range/Oven/Cooktop | ● | ● | ● |
| Built-in Microwave | ● | ● | ● |
| Garbage Disposal | ● | ● | ● |
| Trash Compactor | ● | ● | ● |
| Kitchen Refrigerator | ADD-ON | ADD-ON | ● |
| Washer/Dryer | ADD-ON | ADD-ON | ● |
| | | | |
| SYSTEMS | | | |
| 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 | ● | ● | ● |
| Garage Door Openers | ● | ● | ● |
| HVAC Equipment Incompatibility | ADD-ON | FIRST YEAR ★ BONUS ★ | FIRST YEAR ★ BONUS ★ |
| Extended Main Line Plumbing | ADD-ON | ADD-ON | FIRST YEAR ★ BONUS ★ |
| Preferred Upgrade (see column at right) | ADD-ON | ● | ● |
| | | | |
| HOME SERVICES | | | |
| Air Conditioning and Heating System Tune-ups | ● | ● | ● |
| Re-key and Garage Door Remote Re-program | ● | ● | ● |
| Pest Control Treatment | ● | ● | ● |
| | | | |
| BUYER'S 1-YEAR PLAN | \$429 | \$579 | \$729 |
| SELLER'S COVERAGE AND BUYER'S PLAN | \$429 | — | — |
| NEW CONSTRUCTION PLAN: 4-YEAR (YEARS 2-5) | \$675 | \$910 | \$1,145 |

PREFERRED UPGRADE

\$100
Add-On

Included with Centurion
and Guardian Plans

Adds 30 High-use Items
to Your Coverage

A/C AND HEATING SYSTEMS:
Registers and grills

PLUMBING: 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). OneGuard will pay up to \$250 per occurrence for faucets, showerheads, and shower panels

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 AND 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 AND 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 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 a 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

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.

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, or call 888.896.0014

| CHOOSE YOUR PLAN: | SENTINEL | CENTURION | GUARDIAN |
|---|-----------------------------|-------------------------------|-------------------------------|
| BUYER'S 1-YEAR PLAN (Single-Family Home) | <input type="radio"/> \$429 | <input type="radio"/> \$579 | <input type="radio"/> \$729 |
| BUYER'S 2-YEAR PLAN (Single-Family Home) | <input type="radio"/> \$858 | <input type="radio"/> \$1,158 | <input type="radio"/> \$1,458 |
| SELLER'S COVERAGE AND BUYER'S PLAN | <input type="radio"/> \$429 | — | — |
| BUYER'S 1-YEAR CONDO/TOWNHOME PRICING (UNDER 1,200 SQ.FT.) | <input type="radio"/> \$411 | <input type="radio"/> \$561 | <input type="radio"/> \$711 |
| NEW CONSTRUCTION PLAN: 4-YEAR (years 2-5) | <input type="radio"/> \$675 | <input type="radio"/> \$910 | <input type="radio"/> \$1,145 |
| Optional Coverage | | | |
| HVAC Equipment Incompatibility Coverage | <input type="radio"/> \$100 | INCLUDED | INCLUDED |
| Preferred Upgrade | <input type="radio"/> \$100 | INCLUDED | INCLUDED |
| Washer/Dryer Set | <input type="radio"/> \$90 | <input type="radio"/> \$90 | INCLUDED |
| Kitchen Refrigerator (first unit) | <input type="radio"/> \$80 | <input type="radio"/> \$80 | INCLUDED |
| Additional Refrigeration Units (per unit – refrigerator, freezer, or ice maker) | <input type="radio"/> \$70 | <input type="radio"/> \$70 | <input type="radio"/> \$70 |
| Built-in Pool/Spa (first set of equipment) | <input type="radio"/> \$190 | <input type="radio"/> \$190 | <input type="radio"/> \$190 |
| Salt Water Pool/Spa (first set of equipment) | <input type="radio"/> \$375 | <input type="radio"/> \$375 | <input type="radio"/> \$375 |
| Additional Pool/Water Feature (per unit) | <input type="radio"/> \$120 | <input type="radio"/> \$120 | <input type="radio"/> \$120 |
| Extended Main Line Plumbing | <input type="radio"/> \$100 | <input type="radio"/> \$100 | INCLUDED |
| Water Softener & R/O Water Filtration System | <input type="radio"/> \$60 | <input type="radio"/> \$60 | <input type="radio"/> \$60 |
| Guest House | <input type="radio"/> \$150 | <input type="radio"/> \$150 | <input type="radio"/> \$150 |
| Septic System | <input type="radio"/> \$75 | <input type="radio"/> \$75 | <input type="radio"/> \$75 |
| Well Pump | <input type="radio"/> \$90 | <input type="radio"/> \$90 | <input type="radio"/> \$90 |
| TOTAL PLAN FEE | \$ _____ | \$ _____ | \$ _____ |

| | | | | |
|---|-----------------------|--|--|--|
| <div>PROPERTY TO BE COVERED</div> <div>* Required Information</div> | | | <div>REAL ESTATE AND CLOSING INFORMATION</div> | |
| <div>*ADDRESS</div> | | | <div>PLAN INITIATED BY: <input type="radio"/> SELLER'S AGENT <input type="radio"/> BUYER'S AGENT</div> | |
| <div>*CITY</div> | <div>*STATE</div> | <div>*ZIP CODE</div> | <div>*INITIATING AGENT NAME</div> | |
| <div>*REAL ESTATE COMPANY</div> | | | | |
| <div>SQ. FOOTAGE</div> | <div>YEAR BUILT</div> | <div>HEATING: <input type="radio"/> GAS <input type="radio"/> ELECTRIC</div> | <div>*PHONE</div> | |
| <div>EMAIL</div> | | | <div>EMAIL</div> | |
| <div>SELLER'S NAME</div> | | | <div>*COOPERATING AGENT NAME</div> | |
| <div>PHONE NUMBER</div> | | | <div>*REAL ESTATE COMPANY</div> | |
| <div>EMAIL</div> | | | <div>*PHONE</div> | |
| <div>*BUYER'S NAME</div> | | | <div>EMAIL</div> | |
| <div>*PHONE NUMBER (CELL)</div> | | | <div>ESCROW COMPANY</div> | |
| <div>*EMAIL</div> | | | <div>ESCROW OFFICER</div> | |
| <div>MAILING ADDRESS (If different from property address)</div> | | | <div>PHONE</div> | |
| <div>FAX</div> | | | <div>EST. CLOSING DATE</div> | |
| <div>CITY</div> | <div>STATE</div> | <div>ZIP CODE</div> | <div>ESCROW NUMBER</div> | |

SELECT A PAYMENT PLAN

PAYMENT METHOD: ☐ ESCROW ☐ CHECK **MAIL TO: Dept. #880345, P.O. Box 29650, Phoenix, AZ 85038**

I DESIRE: ☐ THE HOME WARRANTY COVERAGES LISTED ABOVE. ☐ TO DECLINE THE BENEFITS OF THIS COVERAGE.

SIGNATURE _____ DATE _____

OneGuard may provide compensation to real estate brokers and their related companies for services provided in connection with its home warranty program. In connection with the program, a broker may provide information regarding you and your home to OneGuard.

By submitting this application, you authorize the broker to share such information with OneGuard and authorize OneGuard to use such information in connection with its program.

You are not required to buy a home warranty and, if you want one, you are not required to buy it through a broker or sales associate.