

# COVERAGE PLANS

## STANDARD COVERAGE Homes under 5,000 sq. ft.

(Call for Prices on homes over 5,000 square feet and guest houses. 866-993-2301)

### Standard One-Year Coverage

Plus \$60.00 service call fee, as applicable.

Single Family Home	\$270.00
Condo/Townhome/ Mobile Home	\$235.00
New Construction (Years 2-4)	\$450.00
Duplex	\$395.00
Triplex	\$495.00
Fourplex	\$595.00

### Seller's Coverage

(Fee calculated upon close of escrow)

Single Family Home (Standard Plan)	\$.74 per day
Condo/Townhome/Mobile Home (Standard Plan)	\$.64 per day

## ADVANTAGE PLAN

(Standard Plan + Central Air Conditioning Option + Advantage Option)

Single Family Home	\$355.00
Single Family Home without A/C	\$320.00
Condo/Townhome/Mobile Home	\$325.00
Condo/Townhome/Mobile Home without A/C	\$290.00
Duplex	\$615.00
Triplex	\$805.00
Fourplex	\$995.00

## TOTAL PROTECTION PLAN

(Standard Plan + Central A/C + Advantage Option + Total Protection Coverage)

Single Family Home	\$435.00
Single Family Home without A/C	\$405.00
Condo/Townhome/Mobile Home	\$395.00
Condo/Townhome/Mobile Home without A/C	\$365.00
Duplex	\$710.00
Triplex	\$810.00
Fourplex	\$1010.00

## OPTIONAL COVERAGE

(To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For Example A/C Option on Triplex = 3 x \$60 = \$180)

<b>HGI Property Inspection Discount</b>	<b>(\$25.00)</b>
Central Air Conditioning	\$60.00
Pool/Spa Equipment	\$155.00
Additional Pool and Spa	\$75.00
Clothes Washer and Dryer	\$75.00
Kitchen Refrigerator	\$50.00
Additional Kitchen Refrigerator (built-in)	\$50.00
Free Standing Ice Maker	\$50.00
Wet Bar Refrigerator	\$25.00
Well Pump	\$95.00
Septic Tank Pumping Option	\$30.00
Sewage Ejector Pump	\$25.00
Limited Roof Leak Coverage	\$95.00
Limited Roof Leak Coverage (Multiple Units up to Fourplex)	\$125.00
Additional Pipe Coverage	\$100.00
Structural Warranty Endorsement	\$200.00

## Standard Coverage Includes

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>✓ Dishwasher</li> <li>✓ Range/Oven/Cooktop</li> <li>✓ Telephone Wiring</li> <li>✓ Primary Heating System</li> <li>✓ Pest Control</li> <li>✓ Plumbing System and Stoppages</li> <li>✓ Ceiling, Attic and Exhaust Fans</li> <li>✓ Doorbells</li> </ul> | <ul style="list-style-type: none"> <li>✓ Garage Door Opener</li> <li>✓ Electrical System</li> <li>✓ Water Heater</li> <li>✓ Instant Hot Water Dispenser</li> <li>✓ Central Vacuum System</li> <li>✓ Built-In Microwave</li> <li>✓ Garbage Disposal</li> <li>✓ Trash Compactor</li> </ul> |
|---|--|



Order: 866-993-2301  
Service: 866-993-2302  
Fax: 866-993-2303

[www.HomeGuardHomeWarranty.com](http://www.HomeGuardHomeWarranty.com)

### Advantage Plan (Does not include any other Options)

**Plumbing:** Faucets, showerhead and shower arm, (replaced with chrome builders standard when necessary) hose bibs, toilets (replaced with like quality up to \$600.00 per occurrence).

**Heating:** Register, grills, filters, heat lamps.

**Microwave Oven (built in only):** Interior lining, door glass, clock, shelves.

**Trash Compactor:** Removable buckets.

**Smoke Detectors.**

**Air Conditioning:** Filters, register grills, and window units. (Applies only when \$60.00 Central Air Conditioning option is purchased).

**Oven/Range/Cooktop:** Rotisseries, racks, handles, knobs, dials, interior lining.

**Dishwasher:** Racks, baskets, rollers.

**Water Heater:** Failures caused by sediment.

**Garage Door Openers:** Hinges, spring, and remote transmitter.

**Kitchen Refrigerator:** Icemakers, provided parts are available. In cases where parts are not available, our obligation is limited to cash in lieu thereof based on the replacement cost of the icemaker. (Applies only when \$50.00 kitchen refrigerator option is purchased).

**Undetectable Conditions:** We will cover an existing defect or mechanical failure provided the defect or mechanical failure could not have been detected by visual inspection or simple mechanical test. A visual inspection of the covered item verifies that the item is structurally intact and without damage or missing parts

that would indicate inoperability. A simple mechanical test the turning off or on of the unit verifying that the unit operates without irregular sounds, smoke or other abnormal outcome.

**Improper Installations, Repairs or Modification:** We will service an existing defect or mechanical failure of an item that was improperly installed, repaired or modified prior to or during the contract term. If the improper installation, repair, or modification violates a code requirement, Code Upgrade applies.

**Mismatched Systems:** We will cover an existing defect or mechanical failure of a system that was not properly matched in size or efficiency prior to or during the contract term. If the mismatched system violates a code requirement, Code Upgrade applies.

**Crane:** We will provide up to \$250.00 maximum per Plan for the use of cranes or other lifting equipment required for a covered service of top heating or air conditioning units.

**Limited Code Upgrade:** The Company will pay up to \$250.00 in the aggregate under this contract for corrections, repairs, replacement or upgrades to comply with building and zoning codes when replacing plumbing, electrical and heating systems and components (does not apply to ductwork.) We may, at its option, pay the contract holder in lieu of performing the work.

**Permits:** When local building permits are required prior to rendering a covered service, we will provide up to \$100.00 per occurrence (\$500.00 maximum per plan), for required permits. We will not be responsible for service when permits cannot be obtained.

**Disposal:** We will pay for the costs to dismantle and/or dispose of defective equipment.

### Total Protection Plan (Includes Advantage Option)

Available for buyers only, the following items that are not covered without the Advantage Option are covered when this option is ordered and paid for.

Note: This coverage does not apply when systems are undersized in relation to the square footage of the area being heated or cooled.

#### Total Protection Code/Modification Upgrade:

- 1) We will pay \$750 maximum per plan toward necessary modifications (including code violations), if required, to effect repair or replacement.

**Total Protection Stoppage Coverage:** We will pay \$250.00 maximum per Plan toward the following in regard to a stoppage:

- 1) Removal of toilet or other access if needed to clear a stoppage, including costs to install a ground level cleanout.
- 2) Hydrojetting, if drain line stoppage is unable to be cleared with sewer cable.
- 3) Stoppages due to roots.

We may provide, at our option, a cash settlement in lieu of performing the work.

Note: We will not pay for stoppages that cannot be cleared with cable or hydrojetting, collapsed or broken lines outside main foundation.

**Total Protection Toilet Replacement:** In the event of sediment/calcium build-up that affects operation, toilet will be replaced with a like quality toilet.

**Total Protection Water Heater/Heating System Coverage:** Replacement of flues and vents, if required, to effect repair or replacement of a covered claim.

**Total Protection Plumbing Coverage:** Sink and Bathtub basket strainers.

# HOME GUARD HOME WARRANTY

PROTECTING YOUR HOME WITH PRIDE



*Home Protection Plan For California*

## A SMALL PRICE TO PAY FOR PEACE OF MIND

Nothing can diminish the joy of buying, selling, or owning a home like unexpected repairs. Home systems and appliances that are working perfectly one day can suddenly break down due to normal wear and tear, always at the worst possible time. Protecting your property with a HomeGuard Home Protection Plan can minimize the impact of these unanticipated annoyances and save you thousands of dollars on outside repair costs.

### *Outside Repair Costs Without A Home Warranty*

Heating System	\$130-\$3,500
Water Heater	\$115-\$1,500
Dishwasher	\$98-\$1,250
Air Conditioner	\$130-\$4,000
Oven/Range	\$110-2,700
Kitchen Refrigerator	\$110-\$3,800
Plumbing	\$95-\$7,500
Electrical System	\$85-\$2,500

### *Repair Costs With A HomeGuard Warranty*

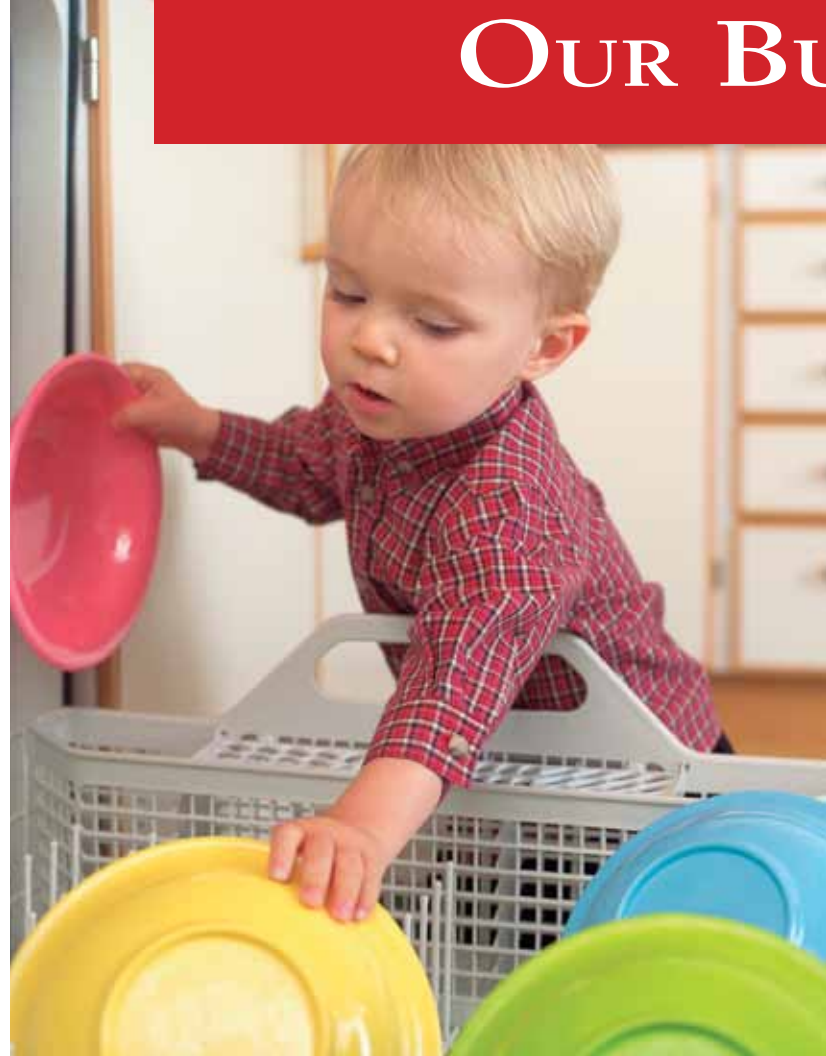
**Just a \$60  
service call fee!**

## THE HOME GUARD ADVANTAGE

As an affiliate of home inspection and repair leader HomeGuard Incorporated, HomeGuard HomeWarranty, Inc. offers unparalleled professionalism, reliability, and customer service backed by over 20 years of industry experience. We staff local, Northern California



**WE MAKE  
OUR BU**





**YOUR HOME  
BUSINESS.**



offices to personally handle your account and ensure your satisfaction. We believe in building relationships, which is why more than 15,000 California Real Estate Agents recommend our services to their clients. They know us. They trust us. They rely on us to step up and treat your home like our own.

## **SETTING THE STANDARD FOR SERVICE**

Managing home repairs with HomeGuard HomeWarranty, Inc. is as easy as 1-2-3:

1. Confirm that the repair you need is covered in your contract, then call us toll-free at 1-866-993-2302 to request service—24 hours a day, 365 days a year.
2. We'll select an authorized repair technician to call you personally within 48 hours to schedule a service time.
3. Pay the technician the \$60 deductible up front—it's that easy.

All of our technicians are pre-screened professionals, personally-selected for their quality of work and service. Whether your dishwasher breaks down, your pipes spring a leak, or your heating system stops cold, rest assured that your repair needs will be taken care of promptly, professionally, and with the utmost respect for your home.



510 Madera Avenue, San Jose, CA 95112  
Order: 866-993-2301 Service: 866-993-2302 Fax: 866-993-2303  
[www.HomeGuardHomeWarranty.com](http://www.HomeGuardHomeWarranty.com)

# SAMPLE CONTRACT WARRANTY SERVICES

## A. STANDARD COVERAGE

### 1. KITCHEN APPLIANCES

- a. DISHWASHER (built-in or free standing)  
**Covered Items:** All components and parts that affect operation except those listed below.  
**Not Covered:** Racks, rollers, baskets, touch pads.  
**Advantage Plan:** Racks, baskets, rollers.
- b. RANGE/OVEN/COOKTOP (gas or electric; built-in or freestanding)  
**Covered Items:** All components and parts that affect operation except those listed below. (Sensi-heat burners replaced with Standard burners)  
**Not Covered:** Meat probe assemblies, light sockets, indoor barbecue, clock (unless it affects the operation of the unit), rotisseries, racks, handles, knobs, dials, interior lining, magnetic induction units, touch pads.  
**Advantage Plan:** Rotisseries, racks, handles, knobs, dials, interior lining.
- c. MICROWAVE OVEN (built-in)  
**Covered Items:** All components and parts that affect operation except those listed below.  
**Not Covered:** Portable or countertop units, meat probe assemblies, rotisseries, interior lining, door glass, clock, shelves, removable trays, touch-pads, lights, handles.  
**Advantage Plan:** Interior lining, door glass, clock, shelves.
- d. GARBAGE DISPOSAL  
**Covered Items:** All components and parts that affect operation.
- e. TRASH COMPACTOR (built-in)  
**Covered Items:** All components and parts that affect operation except those listed below.  
**Not Covered:** Removable buckets, lock and key assemblies, air fresheners.  
**Advantage Plan:** Removable buckets.
- f. FOOD PROCESSOR (built-in)  
**Covered Items:** All components and parts that affect operation except those listed below.  
**Not Covered:** Any removable accessories.
- g. INSTANT HOT WATER DISPENSER  
**Covered Items:** All components and parts (replaced with builder's standard).

### 2. HEATING SYSTEM (gas or electric if main source of heat to home and does exceed 5 ton capacity)

**Covered Items:** All parts and components that affect the operation of the heating unit.  
If we determine that the replacement of a heat pump-split system type of heating unit is required, and once R-22 equipment is no longer available HomeGuard HomeWarranty Inc. will replace with a unit that uses R-410A refrigerant and meets 13 SEER requirements, including replacing any covered components that are necessary to maintain compatibility with the replacement unit, including the air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate line drains, and thermostatic expansion valve. (Note: The 13 SEER upgrade is only available when applicable to certain zones.)  
**Not Covered:** Solar heating systems, cable heat (in ceilings and floors) geo-thermal systems, Glycol, or Polaris systems, portable and freestanding units, humidifiers and electronic air cleaners, dampers, fuel storage tanks, registers and grills, filters, heat lamps, fireplace inserts and key valves, insulation, ductwork where asbestos is present, clocks, timers, underground or outside components and piping, well pumps and well pump components for geo-thermal and/or water source heat pumps, baseboard casings, chimneys, flues and vents, wood or pellet stoves (even if only source of heating), inaccessible refrigerant and condensate drain lines, heat pumps only covered with buyer's air conditioning option, systems designed for commercial applications or units over 5 tons, improperly matched units.  
**Advantage Plan:** Register, grills, filters, heat lamps.  
**Total Protection Plan:** Replacement of flues and vents, if required, to effect repair/replacement of a covered claim.  
Note: We will not pay in excess of \$1,500.00 aggregate per contract for access, diagnosis and repair or replacement of hot water, radiant or steam circulating heating system(s).  
Note: During seller's coverage period, we will not pay in excess of \$500.00 for diagnosis and repair or replacement of the furnace and ductwork.

### 3. PLUMBING SYSTEM AND STOPPAGES

**Covered Items:** Repair of leaks and breaks in water, waste, polybutylene pipes, vent, or gas lines within the perimeter of the main foundation of the home or garage, shower/tub valves (replaced with chrome builder's standard), angle stops, gate valves, toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard), wax ring seals, permanently installed sump pumps, built in whirlpool bathtub motor pump assemblies, clearing of stoppages that can be cleared with standard sewer cable through an existing cleanout access without excavation or accessing roof up to 100 feet, pressure regulators, pop-up assemblies.  
**Not Covered:** Stoppages and/or collapse of water/drain/gas lines caused by roots, faucets, bathtubs, sinks, shower heads and arms, enclosures and base pans, caulking and grouting, hose bibs, sewer ejector pumps, toilet seats and lids, septic tanks, water conditioning or purification systems, supply or flow restrictions, supply or flow restrictions caused by rust or calcium deposits, saunas, steam rooms, bidet, whirlpool bathtub jet plumbing, indoor/outdoor sprinkler systems, booster pumps, conditions caused by electrolysis, frozen pipes, noise, diesel or oil-fired water heaters, Phoenix systems and ice maker water line, diagnostic testing.

**Advantage Plan:** Plumbing: Faucets (replaced with chrome builders standard when necessary), showerhead and shower arm, hose bibs, toilets (replaced with like quality up to \$600.00 per occurrence).

**Total Protection Stoppage Coverage:** We will pay \$250.00 maximum per Plan toward the following in regard to a stoppage:

- 1) Removal of toilet or other access if needed to clear a stoppage, including costs to install a ground level cleanout.
- 2) Hydrojetting, if drain line stoppage is unable to be cleared with sewer cable.
- 3) Stoppages due to roots.

We may provide, at our option, a cash settlement in lieu of performing the work.

**Total Protection Toilet Replacement:** In the event of sediment/calcium build-up, toilet will be replaced with a like quality toilet.

**Total Protection Plumbing Coverage:** Sink and Bathtub basket strainers.

Note: With respect to concrete-encased or inaccessible plumbing lines, access and repair is limited to \$1,000.00 aggregate per contract. We will provide access through unobstructed walls, ceiling, floors, concrete slabs, and the like, and will return all openings made for access to a rough finish only. We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

### 4. ELECTRICAL SYSTEM

**Covered Items:** Circuit breakers including ground fault, junction boxes, panels and sub panels, plugs, switches and fuses, telephone wiring, doorbells (not related to intercom system).

**Not Covered:** Fixtures, alarms, intercoms, inadequate wiring capacity, power failure or surge, low voltage wiring, sensor, relay, timed circuits, wiring that is the property of the phone company, direct current (D.C.) wiring or components, wireless doorbell systems.

### 5. CENTRAL VACUUM SYSTEM

**Covered Items:** All parts and components that affect operation except those listed as not covered:

**Not Covered:** Removable hoses, accessories, pipes.

Notes: We are not responsible for the cost of gaining access to or closing access from the floor, walls, or ceiling either to locate the cause of the malfunction or to effect repair or replacement.

### 6. GARAGE DOOR OPENER

**Covered Items:** Wiring, motor, switches, receiver unit, track drive assembly, carriage, capacitor, push arm.

**Not Covered:** Garage doors, hinges, springs, remote transmitter, rollers-guides, adjustments, units not meeting current safety standards, sensors.

**Advantage Plan:** Hinges, springs, and remote transmitter.

### 7. CEILING FANS, ATTIC FANS, AND EXHAUST FANS (built-in)

**Covered Items:** All components and parts that affect operation (replaced with builder's standard)

**Not Covered:** Light kits, remote transmitters.

### 8. WATER HEATER (gas or electric)

**Covered Items:** Control thermostat and thermocouple, drain valve, tank leaks, gas valve, heating elements, temperature and pressure relief valves, tankless hot water heaters and recirculating pumps.

**Not Covered:** Solar units and/or components, holding tanks, noise, energy conservation units, fuel storage tanks, flues and vents, or failures caused by sediment.

**Advantage Plan:** Failures caused by sediment.

**Total Protection Plan:** Replacement of flues and vents, if required, to effect repair/replacement of a covered claim.

### 9. PEST CONTROL

**Covered Items:** Roaches, ants other than Fire, Pharaoh, and Carpenter varieties, silverfish, black widow spiders, earwigs, brown recluse spiders, millipedes, mice, crickets, ground beetles, centipedes, pill bugs, sow bugs, clover mites.

**Not Covered:** Termites, wood-boring beetles, rats, flying insects, fleas, ticks, any pest not specifically listed above.

Note: Pest Control is not renewable and damage done by the above mentioned pests is not included.

### 10. DUCTWORK

**Covered Items:** Ducts from heating and/or cooling unit to connection register or grill.

**Not Covered:** Registers, grills, dampers, insulation, improperly sized ductwork, collapsed or crushed ductwork, ductwork where asbestos is present, ductwork damaged by moisture, costs for inspections, diagnostic testing, verification and permits as required by federal, state, or local law, regulation or ordinance.

Note: We will not pay more than \$1,000.00 aggregate per contract term for repair or replacement of ductwork.

## B. OPTIONAL COVERAGE

### 1. Central Air Conditioning (ducted)

**Covered Items:** Refrigeration system including heat pump, condensing unit, compressor, coils, leaks in Freon lines, liquid and suction line dryers, motors, fuses, breakers, disconnect boxes and wiring, valves, thermostats; evaporative cooler including belts and pulleys, casing, motor pumps, and float assembly; built-in electric wall units. If HomeGuard HomeWarranty Inc. determines that replacement of an air conditioning unit is required, and once R-22 equipment is no longer available, HomeGuard HomeWarranty Inc. will replace with a unit that uses R-410A Refrigerant and meets 13 SEER requirements including the replacement of any covered components that are necessary to maintain compatibility with the replacement unit.  
**Not Covered:** Condenser casings, registers, filters (including electronic air cleaners), gas air conditioners,

window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands, leak detection, refrigerant recharge.

**Advantage Plan:** Filters, register grills, and window units.

Note: If a home is under 5,000 square feet but has more than one air conditioning unit a cost of \$60.00 per unit will be added to policy premium.

### 2. Swimming Pool/Spa Equipment

**Covered Items:** Bearings, filter, heating unit, pool sweep motor and pump, pump, valves, timer, seals and gaskets, impellers, switches and relays, above ground plumbing and electrical.

**Not Covered:** All cleaning equipment including popup heads, turbo valve, pool sweeps (except motor and pump), liners, lights, structural defects, solar equipment, inaccessible components, jets and fuel storage tanks, skimmers, underground water/gas/electrical lines, chlorinator or ozinator, fountains, structural or

# SAMPLE CONTRACT WARRANTY SERVICES

cosmetic defects, damage due to general lack of maintenance or improper chemical balance, cost of access to make repairs, inaccessible portion of the spa jets, touch-pads, electronic/computerized controls and/or control panels, retractable covers.

Note: Both pool and spa are covered when utilizing common equipment. If they do not utilize common equipment, then an additional premium is required for the second set of equipment (i.e., pool and portable hot tub or spa.)

## 3. Clothes Washer

**Covered Items:** All parts and components affecting the washer except those listed as not covered:

**Not Covered:** Plastic mini tubs, soap dispensers, filter screens, knobs and dials, touchpads, drawers, damage to clothes.

## 4. Clothes Dryer

**Covered Items:** All parts and components except those listed as not covered:

**Not Covered:** Venting, lint screens, knobs and dials, touch-pads, dryer cabinet fragrance/humidity center, hangers, shelves, rods hooks, and cabinet liner, damage to clothing, racks, drawers.

## 5. Kitchen Refrigerator

**Covered Items:** All parts and components that affect operation except those listed as not covered:

**Not Covered:** Handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, filters, removable components, food spoilage, stand alone freezers and refrigerators located outside kitchen area.

**Advantage Plan:** Ice makers, (Provided part(s) are available.) In cases where parts are not available, our obligation is limited to cash in lieu there of based on the replacement cost of the icemaker as if one was available.

Note: Refrigerator must be located within the kitchen area.

Note: Diagnosis and repair or replacement is limited to \$2,500.00 aggregate per contract term.

## 6. Additional Refrigerator Option

**Covered Items:** All parts and components that affect the operation of the component.

**Not Covered:** Ice maker, ice crushers, beverage dispensers and related equipment, interior thermal shells, racks, shelves, food spoilage, freezers that are not an integral part of the refrigerator.

Note: Additional Refrigerator option may only be purchased when Kitchen Refrigerator option is purchased. Refrigerators with more than one compressor are not covered with this option.

Note: Access, diagnosis and repair or replacement is limited to \$2,500.00 aggregate per contract term.

## 7. Well Pump

**Covered Items:** All parts and components of well pump utilized exclusively for domestic use.

**Not Covered:** Well casings, booster pumps, piping or electrical lines, holding pressure or storage tanks, re-drilling of wells, damage due to lack of water, and well pump components for geo-thermal and/or water source heat pumps, tampering, improper installation or mineral deposit build up, access to repair well pump system, damage due to low water table.

Note: Well pump must be only source of water for home use.

## 8. Septic Tank Pumping Option (Note: Septic Tank Pumping Option is not renewable.)

**Covered Items:** The clearing of mainline stoppages that can be cleared through an existing cleanout access without excavation or roof access.

**Not Covered:** Collapsed or broken waste lines outside the main foundation, stoppages or roots that prevent the effective use of an externally applied sewer cable, the cost of finding or gaining access to the septic tank, the cost of sewage hook-ups, disposal of waste, chemical treatment of the septic tank and/or waste lines, tanks, leach lines, cesspools, mechanical pumps or ejectors.

Note: If the stoppage is due to a full septic tank, we will pump the septic tank once during the contract coverage period. Coverage is only in effect with the provision that a septic certification was completed within 90 days prior to the close of escrow. A copy of the certification must be supplied to HGHW prior to service dispatch.

## 9. Sewage Ejector Pump

**Covered Items:** All components and parts that affect operation.

**Not Covered:** Basins and any costs associated with locating or gaining access to, or closing access from the sewage ejector pump.

Note: We will not pay more than \$500.00 maximum for repair and/or replacement of the sewage ejector pump. Coverage is limited to one sewage ejector pump per contract.

## 10. Additional Pipe Leak Coverage

(Available on detached single family homes only; not available to condos or multi-unit buildings)

**Covered Items:** Concrete encased or underground pipe leaks located outside the main foundation of the covered structure, including water, drain or gas supply and drain lines that service the main home or other home protection plan covered structure only. The leak must be the result of normal wear and use.

**Not Covered:** Faucets, hose bibs, gate valves, consequential or secondary damage, solar or sprinkler system, above or below ground pool piping, down spout or landscape drain lines, frozen pipes.

Note: \$1,000.00 maximum per contract term for diagnosis, repair or replacement.

## 11. Limited Roof Leak Coverage

**Covered Items:** Leaks caused by rain to tar and gravel, tile, shingle, shake and composite roofs over occupied living areas will be repaired as long as leaks are caused by normal wear and tear and the roof was in watertight condition at the start of the coverage.

**Not Covered:** Roof leaks caused by or resulting from roof mounted installations, metal roofs, foam roofs, improper installations, improper construction or repair, missing or broken materials, patio covers, skylights, gutters, drains, scuppers, antennas, chimneys, failure to perform optional maintenance, defects in balcony or deck serving as roof, damage caused by walking on roof. (Roof coverage for mobile homes, condos and townhomes is not available)

Note: An actual water leak must occur during the coverage period for coverage to apply under this plan.

Note: We will pay up to \$1000.00 per contract for the repair of specific leaks. If replacement of the existing roof, in whole or in part is necessary, coverage is limited to the estimated cost of repair of the leaking area only. If the repair of the area is possible, our liability is limited to cash in lieu of the estimated cost of repair of the leaking area only. Leaks existing prior to the close of escrow will not be covered.

Note: Routine periodic maintenance is not covered by this contract. Secondary or consequential damage is not covered by this contract. Service delays frequently occur during the first rain of the season or in heavy storms. While we will make every effort to expedite service, no guarantees can be made.

Note: Roof Coverage is not renewable.

## 12. Free Standing Ice Maker

**Covered Items:** All components and parts which affect the primary function of the ice-maker except those mentioned as not covered:

**Not Covered:** Any removable component (which does not affect the primary function), filters, interior thermal shells /insulation.

## 13. HGI Property Inspection Discount Option

A \$25.00 discount will be given at the close of escrow or to the purchasing party when HomeGuard Inc. performs a property inspection on the related property.

Note: Discount only valid when a HomeGuard Inc. property inspection is performed on specific property.

## 14. Structural Warranty Endorsement

Upon the receipt of a completed, signed inspector checklist and additional premium for this endorsement, HomeGuard HomeWarranty Inc. will repair or replace covered components of the structural system listed as functional on the inspector checklist provided: a) there is an actual failure of a covered component; b) the failure will vitally affect the use of the home for residential purposes; and c) the covered component was in place, functional and permanently installed within the perimeter of the home on the effective date of this warranty. Maximum coverage per warranty is \$10,000; Trade call free for structural problems is \$200.00 (this is higher than the regular HomeGuard HomeWarranty Inc. trade call fee).

**Covered components of the structural system:** Foundation, foundation walls, sill plates, girder posts, headers, floor joists and subfloor, sole plates, studs, sheathing, plates and ceiling joists, rafters, roof sheathing and roof boards, partition wall studs, and other load carrying structural components which constitute an integral part of the primary structure.

**Not Covered:** Failure due to earthquake, weather, flood, land subsidence, slope failure, and acts of God, fire, vandalism, riot and civil disobedience, accident, improper construction, design flaw, or the failure of any component or system not listed as a covered item or defects discovered prior to the effective date of this endorsement. Upgrades required by code, cosmetic defects and consequential loss or damage are not covered.

## TERMS OF COVERAGE

If an item fails during the contract term, the contract holder must contact our Customer Service Department toll-free at 866-993-2302. Calls are received 24 hours and 7 days a week. Should the contract holder contract directly with others or do the work themselves, HomeGuard HomeWarranty, Inc. will not be responsible for reimbursement of that cost. Upon receiving a request for service, HomeGuard HomeWarranty, Inc. will call a qualified contractor within 3 hours during normal business hours, and 48 hours on weekends or holidays. The contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. Service will be initiated within 48 hours after the request for service is received. HomeGuard HomeWarranty, Inc. will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service. If the contract holder should request HomeGuard HomeWarranty, Inc. to perform service outside normal business hours, the contract holder will be responsible for payment of additional fees, including overtime.

Should HomeGuard HomeWarranty, Inc. grant the contract holder authorization to contact an independent contractor directly to perform a covered service, HomeGuard HomeWarranty, Inc. will provide reimbursement based on the following conditions:

- Contract holder selects a contractor that is licensed and insured.
- Contractor should provide fair and reasonable rates on parts and labor.
- Contract holder must contact HomeGuard HomeWarranty Inc. to confirm that the service work is covered under the warranty contract by calling HomeGuard HomeWarranty, Inc. at 866-993-2302 after the contractor arrives at the property and prior to the contractor performing repairs .

Service Call Fee: There is a \$60.00 service fee for each trade call, or actual cost, whichever is less, paid to each contractor at the time of service (i.e. if you need a plumber and an appliance technician each will require a service fee). The contract holder is responsible for payment of the trade service call fee after a service request is dispatched and scheduled to a service contractor. This includes when:

- A service contractor is in route to the customer's home.;
- A customer fails to provide accessibility necessary to perform the service request;
- A service contractor's diagnosis results in a complete or partial exclusion of coverage;
- HomeGuard HomeWarranty, Inc. approves a customer's request for a partial exclusion.

# SAMPLE CONTRACT WARRANTY SERVICES

Failure to pay the service fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term. Service request must be received prior to the expiration of the contract term.

Service work is guaranteed for 30 days on labor and 90 days on parts without an additional service fee. The 30 day guarantee only applies to malfunctions that are reported to HomeGuard HomeWarranty, Inc. during the term of this contract. Pest control service work is guaranteed for 30 days from the original date of service.

Buyer's coverage starts at the close of escrow and continues for one year provided the contract premium is paid at the close of escrow. (Premium must be received within 14 calendar days after close of escrow.) Where contract premium has not been received by HomeGuard HomeWarranty, Inc. service will be dispatched once contract payment can be verified by the closing agency and/or another source of premium coverage is paid (i.e. credit card).

Coverage for the New Construction Home Buyers Plan coverage and any optional coverage begins on the first anniversary of the close of sale and continues for three years from that date, provided that the plan fee is received by HomeGuard HomeWarranty, Inc. within 14 business days from the close of sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the close of sale. Anytime during the first year after the close of sale the home buyer may call HomeGuard HomeWarranty, Inc. for assistance in the event of a problem with systems or appliances generally described in this plan. HomeGuard HomeWarranty, Inc. will assist the homebuyer in contacting the manufacturer, or contact the manufacturer on the home buyer's behalf, to determine the remedies available under the manufacturer's warranty for the system or appliance associated with the call.

This contract covers single-family dwellings under 5,000 square feet unless amended by HomeGuard HomeWarranty, Inc. prior to the close of escrow. Call 1-866-993-2301 for prices on homes in excess of 5,000 square feet, multi-unit homes, guest homes, casitas and the like. Coverage begins when appropriate fees are paid. This coverage is for owned residential property only. Covered dwellings cannot be used for day care centers, nursing homes, care homes, fraternity/sorority houses or any other commercial purpose. This contract is not available for property management.

This contract covers only those parts, systems, and appliances specifically mentioned as covered and excludes all others. Covered systems and/or appliances must be located within the main foundation of the home or garage except for exterior well pump, air conditioner/cooler, pressure regulator, waste/stop valves, water heater, and swimming pool/spa equipment. All coverage is subject to limitations and conditions mentioned in this contract.

Optional seller's coverage can only be selected in conjunction with the Buyer's Standard Plan and begins upon issuance of a confirmation number by HomeGuard HomeWarranty, Inc. and continues for 180 days, close of escrow or termination of listing, whichever occurs first. Seller's coverage only covers the standard or advantage plan items. Optional items are not available for seller's coverage. Seller's Coverage is not available on homes in excess of 5,000 square feet, multi-unit homes, guest homes, casitas and the like. When seller's coverage is selected, the diagnosis and repair is limited to a combined aggregate of \$1,500.00 maximum during the listing period. If the failure is due to a cracked heat exchanger or combustion chamber, diagnosis and repair or replacement of the furnace is limited to \$500.00 maximum during the listing period.

**Covered items must be in good working order at the start of coverage.** Unknown pre-existing conditions will be covered if the defect or malfunction would not have been known to the buyer, seller, agent, or inspector by a visual inspection and/or by operating the system or appliance at the time coverage began. Known defects or defects found at the time of a home inspection report are excluded from coverage. (Until proof of repairs are received by HomeGuard HomeWarranty, Inc.)

HomeGuard HomeWarranty, Inc. will not repair or replace covered systems and appliances which malfunction due to insufficient maintenance, rust, corrosion, or sediment, unless otherwise noted in the contract.

## LIMITS OF LIABILITY

### HomeGuard HomeWarranty, Inc's liability is limited to failures due to normal wear and tear.

HomeGuard HomeWarranty, Inc. is not responsible or liable for costs of construction, carpentry or other modifications necessary to remove, relocate or install equipment, unless specifically noted in the contract.

HomeGuard HomeWarranty, Inc. has the right to a second opinion. The homeowner may order his/her own second opinion but shall be responsible for the cost.

HomeGuard HomeWarranty, Inc. will determine whether a covered item will be repaired or replaced. Except as otherwise noted in the contract, replacements will be of similar features, capacity, and efficiency as the item being replaced. HomeGuard HomeWarranty, Inc. is not responsible for matching brand, color, and/or dimensions. When parts are necessary for completion of service, HomeGuard HomeWarranty, Inc. will not be responsible for delays that occur in obtaining those parts. HomeGuard HomeWarranty, Inc. reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. Repairs and/or replacements that are subject to a manufacturer warranty are excluded from this contract. HomeGuard HomeWarranty, Inc. is not responsible or liable for the disposal cost(s) of appliances, systems, equipment and/or components of equipment including refrigerator, contaminants, and/or other hazardous or toxic material.

When government regulations, building, and/or similar code criteria require improvements and/or additional costs to service a covered system and/or appliance including permits, the costs to meet the proper code criteria shall be the sole responsibility of the contract holder, except where otherwise noted in this contract. HomeGuard HomeWarranty, Inc. will be responsible for repairs and/or replacement of covered systems and/or appliances after the proper code criteria are met, except where otherwise noted in this contract. When upgrading covered systems, parts or components to maintain compatibility with equipment manufactured to be 13 SEER (Seasonal Energy Efficiency Ratio) compliant, HomeGuard HomeWarranty, Inc. is not responsible or liable for the cost of construction, carpentry, or other structural modifications made necessary by installing upgraded equipment. HomeGuard HomeWarranty, Inc. is not obligated to perform service involving hazardous or toxic materials and/or conditions including but not limited to asbestos and Freon.

HomeGuard HomeWarranty, Inc. is not responsible for repairs or replacements due to misuse or abuse, lack

of general maintenance or cleaning, disassembled and/or missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, vandalism, animals or pests, power failure, surge and/or overload, soil movement, structural changes, design deficiency, manufacturer's recall, inadequate design, land subsidence, slope failure, cosmetic defects, improper previous repair or installation of appliances, systems or components unless otherwise noted in contract. The contract holder is responsible for providing maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage on such items (i.e., heating and air conditioning systems require periodic cleaning and/or replacement filters, water heaters require periodic flushing).

HomeGuard HomeWarranty, Inc. is not responsible for consequential or secondary damages resulting from a covered item and/or failure to provide timely service due to conditions beyond HomeGuard HomeWarranty, Inc's control, including but not limited to delays in securing parts, equipment, and/or labor difficulties.

HomeGuard HomeWarranty, Inc. is not responsible for providing access to diagnose, repair or replacement of a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like will be to a rough finish only. HomeGuard HomeWarranty, Inc. is not responsible for the cost of modifications necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, or other modifications. HomeGuard HomeWarranty, Inc. does not cover commercial systems or equipment modified for domestic use.

HomeGuard HomeWarranty, Inc. is not responsible for electronic, computerized, touchpads, or remote energy management systems including, but not limited to, zone controlled systems, lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.

Common/shared systems and appliances are not covered except for a duplex, triplex, and/or four-plex. If this plan is for a unit within a multiple unit of five or more units, then only items contained within the actual unit will be covered. Common grounds and facilities are excluded.

This contract is non-cancelable except for: (a) non-payment of contract fees; (b) fraud or misrepresentation of facts material to the issuance of this contract, or (c) when contract is for Seller's coverage and close of escrow does not occur. If this contract is cancelled, the provider of funds shall be entitled to a pro-rata refund of the paid contract premium for the unexpired term, less a \$35 administrative fee and less any service costs incurred by HomeGuard HomeWarranty Inc. Upon renewal, this contract is non-cancelable except for non-payment of contract fees, fraud, or misrepresentation of facts.

Circumstances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, HomeGuard HomeWarranty, Inc. will pay an amount equal to the contract dollar limit in lieu of providing repair or replacement services. Some or all of such payment may be made to you and/or a service contractor, in all other circumstances:

a) HomeGuard Homewarranty, Inc. reserves the right to require you to accept cash in lieu of repair or replacement services in an amount based on what the ordinary customer would expect to pay after negotiating the best price for such services in your area and without the benefits of this contract when:

- Following a response to a covered breakdown, the item would remain non-compliant with applicable laws, regulations or code requirements.
- The item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown.
- An item becomes non-repairable and a replacement item is no longer available.

b) HomeGuard HomeWarranty, Inc. may also offer you the option of accepting cash in lieu of repair or replacement services based on what HomeGuard HomeWarranty, Inc. would ordinarily expect to pay for parts and labor for covered items, an amount that is usually less than retail cost or actual cost. HomeGuard HomeWarranty, Inc. is not obligated to extend such an offer in any particular instance. Such offers are typically made subject to restrictions.

HomeGuard HomeWarranty, Inc. is not responsible for work performed by any contractor once cash in lieu of work has been authorized. HomeGuard HomeWarranty, Inc. is also not responsible for non-covered work performed or non-covered costs charged by a contractor dispatched to provide covered services.

If the covered property resells prior to the expiration of this contract, call 866-993-2301 to transfer coverage to the new owner for the remainder of the current contract term. This contract may be continually renewed at the sole option of HomeGuard HomeWarranty, Inc. subject to applicable rates and terms. Premium rates may increase upon renewal.

Coverage on leased property is available for the lessee only. Contract fees are due and payable to HomeGuard HomeWarranty, Inc. upon execution of the lease. Coverage continues for 12 months from the lease date.

The control, remediation, abatement, or removal of mold, mildew, fungi, or bacteria or their by products, are not covered even if the failure of an otherwise covered system, component or appliance is the actual or suspected cause of the mold, mildew, fungi, or bacteria. Any necessary service to a covered item that is located adjacent to any area affected by mold, mildew, fungi, or bacteria, will be undertaken only after the homeowner has repaired the condition. Where toxic, hazardous or controlled materials or contaminants including but not limited, to asbestos, PCB's, lead paint or like are found or suspected, HomeGuard HomeWarranty, Inc. shall be under no obligation to service or repair the affected item or system.

Any controversy or claim arising out of or relating to this policy, or the breach thereof, shall be settled by arbitration filed by the aggrieved party with, and administered by, the American Arbitration Association, hereafter referred to as "AAA", in accordance with its Commercial Arbitration Rules., and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property covered by this contract having on AAA regional office. Each party shall bear its own cost and expenses and an equal share of the administrative and arbitrators' fees of arbitration.

# HOME PROTECTION PLAN APPLICATION

Fill out the information below and fax to 866-993-2303, call 866-993-2301, or apply online at [www.HomeGuardHomeWarranty.com](http://www.HomeGuardHomeWarranty.com).

## STEP ONE - Property to be Covered

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## STEP TWO - Plan Selection

### STANDARD COVERAGE

(Call for Prices on homes over 5,000 square feet and guest houses. 866-993-2301)

#### Standard One-Year Coverage

Plus \$60 service call fee, as applicable.

- |  |          |
|--|----------|
| <input type="checkbox"/> Single Family Home    | \$270.00 |
| <input type="checkbox"/> Condo/Townhome/Mobile | \$235.00 |
| <input type="checkbox"/> New Construction      | \$450.00 |
| <input type="checkbox"/> Duplex                | \$395.00 |
| <input type="checkbox"/> Triplex               | \$495.00 |
| <input type="checkbox"/> Fourplex              | \$595.00 |

#### Seller's Option (When Buyer's Coverage is purchased)

(Fee calculated upon close of escrow)

- |  |               |
|--|---------------|
| <input type="checkbox"/> Single Family Home(Standard Plan)         | \$.74 per day |
| <input type="checkbox"/> Condo/Townhome/Mobile Home (Standad Plan) | \$.64 per day |

### ADVANTAGE PLAN

(Standard Plan + Central A/C Option + Advantage Option)

- |  |          |
|--|----------|
| <input type="checkbox"/> Single Family Home                | \$355.00 |
| <input type="checkbox"/> Single Family Home without A/C    | \$320.00 |
| <input type="checkbox"/> Condo/Townhome/Mobile             | \$325.00 |
| <input type="checkbox"/> Condo/Townhome/Mobile without A/C | \$290.00 |
| <input type="checkbox"/> Duplex                            | \$615.00 |
| <input type="checkbox"/> Triplex                           | \$805.00 |
| <input type="checkbox"/> Fourplex                          | \$995.00 |

### TOTAL PROTECTION PLAN

(Standard Plan + Central A/C Option + Advantage Option + Total Protection Plan)

- |  |           |
|--|-----------|
| <input type="checkbox"/> Single Family Home                | \$435.00  |
| <input type="checkbox"/> Single Family Home without A/C    | \$405.00  |
| <input type="checkbox"/> Condo/Townhome/Mobile             | \$395.00  |
| <input type="checkbox"/> Condo/Townhome/Mobile without A/C | \$365.00  |
| <input type="checkbox"/> Duplex                            | \$710.00  |
| <input type="checkbox"/> Triplex                           | \$810.00  |
| <input type="checkbox"/> Fourplex                          | \$1010.00 |

### OPTIONAL COVERAGE

(To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of units. For Example A/C Option on Triplex = 3 x \$60 = \$180)

- |   |           |
|---|-----------|
| <input type="checkbox"/> HGI Property Inspection Discount | (\$25.00) |
| <input type="checkbox"/> Advantage Option                 | \$50.00   |
| <input type="checkbox"/> Central Air Conditioning         | \$60.00   |
| <input type="checkbox"/> Pool/Spa Equipment               | \$155.00  |
| <input type="checkbox"/> Additonal Pool and Spa           | \$75.00   |
| <input type="checkbox"/> Clothes Washer and Dryer         | \$75.00   |
| <input type="checkbox"/> Kitchen Refrigerator             | \$50.00   |

- |   |          |
|---|----------|
| <input type="checkbox"/> Additional Kitchen Refrigerator (built-in)                 | \$50.00  |
| <input type="checkbox"/> Free Standing Ice Maker                                    | \$50.00  |
| <input type="checkbox"/> Wet Bar Refrigerator                                       | \$25.00  |
| <input type="checkbox"/> Well Pump  | \$95.00  |
| <input type="checkbox"/> Septic Tank Pumping Option                                 | \$30.00  |
| <input type="checkbox"/> Sewage Ejector Pump  | \$25.00  |
| <input type="checkbox"/> Limited Roof Leak Coverage                                 | \$95.00  |
| <input type="checkbox"/> Limited Roof Leak Coverage (Multiple Units up to Fourplex) | \$125.00 |
| <input type="checkbox"/> Additional Pipe Coverage                                   | \$100.00 |
| <input type="checkbox"/> Structural Warranty Endorsement                            | \$200.00 |

**Total Cost (due at close of sale)** \$ \_\_\_\_\_

## STEP THREE - Home Buyer/Seller Information

Buyer Name \_\_\_\_\_

Buyer Mailing Address \_\_\_\_\_

Buyer Phone # \_\_\_\_\_

Seller Name \_\_\_\_\_

Seller Phone # \_\_\_\_\_

## STEP FOUR - Agent Information

*Initiating Agent Info.*

- Listing Agent  Selling Agent

Main Office Phone # \_\_\_\_\_

Company Name \_\_\_\_\_ City \_\_\_\_\_

Initiating Agent Name \_\_\_\_\_

*Cooperating Agent Info.*

Main Office Phone # \_\_\_\_\_

Company Name \_\_\_\_\_ City \_\_\_\_\_

Cooperating Agent Name \_\_\_\_\_

*Escrow Company Info.*

Escrow Company Name \_\_\_\_\_ City \_\_\_\_\_

Officer \_\_\_\_\_

Main Office Phone # \_\_\_\_\_

Escrow # \_\_\_\_\_ Estimated Close \_\_\_\_\_

## STEP FIVE - Sign and Submit

I represent that this Plan is being sold in conjunction with an underlying real estate transaction and that, to the best of my knowledge, all items are in good working order. I also represent that I have read the terms and conditions contained herein and accepts the coverage and authorizes escrow holder to pay HomeGuard HomeWarranty, Inc. at close of escrow.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Apply by Fax: 866-993-2303 • Apply by Phone: 866-993-2301 • Apply Online: [www.HomeGuardHomeWarranty.com](http://www.HomeGuardHomeWarranty.com)