



HomeGard Policy Terms and Conditions

Use this reference for pertinent details related to the terms and conditions of your **HomeGard** policy coverage. To ensure you have the most complete and up to date information, please visit our website, send us an email, or give us a call.

TERMS AND CONDITIONS

Should you need service, please read your coverage carefully and then place your claim by calling toll-free at 1-844-653-5306. Please have your contract number, make and/or model of the covered item, and complete street address available.



IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Any failure due to normal wear and tear which occurs prior to the start of the coverage period will not be covered, regardless of whether the problem was disclosed to or detected by the seller or buyer (policyholder). The utilities must be turned on and running to all covered appliances at least 30 days prior to the start of coverage. For appliances and fixtures to be covered by this Agreement, they must be assembled and installed according to manufacturers' specifications, connected to all activated utilities, and in proper, safe working order (functioning as intended and expected for their age, and within the safety standards as established by the system manufacturer) at the start of coverage. HomeGard (Company) may rely upon documentation in the form of, but not limited to, home inspection reports and service records, to confirm the condition of the item at the start of coverage. Items must be located within the perimeter of the main foundation of the home or garage (except Air Conditioning or other appliances or systems for which the Buyer's Optional Coverage is purchased). This contract does not provide coverage for systems and appliances which malfunction due to rust or corrosion, or chemical or sedimentary build-up. Coverage is only provided for malfunctions that occur and are reported to the Company during the term of this contract. You must call the Company for service prior to the expiration of this contract.

The Company will not reimburse you for services performed without approval and reserves the right to choose contractors. Coverage is strictly limited by this warranty contract and does not include any additional representations made by the real estate agents, service providers, or any other professionals involved in the transaction. The Company may charge the property owner a reasonable dispatch fee for each system or appliance addressed if the Company dispatches repair personnel to the property at the request of the property owner or its agents under this Plan and the Company determines that no problem under this Plan exists. Claims based on pre-existing conditions known by the claimant will be considered by the Company to be fraudulent. Claims found to be outside the policy coverage or pre-existing will not warrant a partial or whole refund of deductibles or premiums.

WARRANTY TYPES AND EFFECTIVE DATES

SELLER HOME WARRANTY

Is placed on the home by the prospective home seller at or near the time of listing, is effective after receipt and processing of the Seller Home Warranty application by the Company, and continues for the remaining term of the listing agreement, not to exceed 180-days from the date of the listing, unless terminated earlier by the sale of the dwelling (see Buyer Conversion Warranty below) or cancellation of the listing agreement. The Seller Home Warranty converts to a Buyer Conversion Warranty (see below) on the date of the closing (title transfer), provided payment has been received by the Company within seven days of closing.

BUYER CONVERSION WARRANTY

This is a Seller Home Warranty that has been converted to benefit a home buyer after closing, and is effective on the date of closing, provided the required payment has been received by the Company within seven days of closing. The Warranty will remain in effect for one year from the date of closing.

BUYER PURCHASE WARRANTY

Is purchased by or on behalf of the home buyer at the time of closing of the house, provided required payment has been received by the Company within seven days of closing of the house, unless otherwise agreed to by the Company in writing. The Warranty will remain in effect for one year from the date of closing.

CONTRACT COVERAGE

The following items are covered by this contract. Only those items that are specifically listed are covered by the contract; such items may otherwise be limited. Throughout this contract are references to items "not covered", which may serve merely as examples to assist your understanding of the contract and are in no way intended to be all-inclusive or otherwise limit such non-covered items.

CONTRACT COVERAGE LIMIT

The items listed are subject under this contract to a maximum of \$2,500 in aggregate during the seller's coverage period. Specific limits are indicated by category and may be combined to reach the maximum of \$2,500 in the aggregate during the seller's coverage period or \$7,500 during the contract period other than the seller's coverage period.

APPLIANCES - KITCHEN

Only those appliances permanently located or installed in the kitchen are covered. Appliances classified by the manufacturer as Commercial or not for residential use are excluded. Appliances classified by the manufacturer as Professional is limited to \$2,000 per appliance. This policy does not cover duplicate appliances located in other parts of the house.



Oven/Range/Cooktop: All parts and components, except: knobs, dials, racks, door glass, lights, handles, magnetic induction units, meat probe assemblies, range vents even when part of a covered appliance. THE OVEN/RANGE/COOKTOP CATEGORY IS LIMITED TO \$1500

Dishwasher: All parts and components, except: racks, rollers, and baskets. THE DISHWASHER CATEGORY IS LIMITED TO \$750

Garbage Disposal: All parts and components except resets THE GARBAGE DISPOSAL CATEGORY IS LIMITED TO \$500.

Microwave Oven: All parts and components except: countertop style microwaves, knobs, racks, rotisserie, removable trays, lights, handles, range

vents, and meat probe assemblies. THE MICROWAVE CATEGORY IS LIMITED TO \$500.

Trash Compactor: All parts and components, except: lock/key assemblies and knobs.

Instant Hot Water Dispenser: All parts and components.

Kitchen Refrigerator: All parts and components, except, insulation, racks, shelves, handles, lights, ice crushers, beverage and ice dispensers and their respective equipment, interior thermal shells (liners), food spoilage, and refrigerator-freezers which require an additional compressor to function. In cases where the freezer portion operates on a separate compressor (including, but not limited to professional-grade appliances) only the refrigerator portion will be covered and the freezer will be excluded. This policy does not cover standalone freezers which require an additional compressor to function. THE KITCHEN REFRIGERATOR CATEGORY IS LIMITED TO \$1500.



KITCHEN APPLIANCE CATEGORY LIMIT The items in this category are subject under this contract to a maximum of \$2,500 in aggregate TOTAL during the coverage period.

ATTIC AND KITCHEN EXHAUST FANS

All parts and components. NOTE: The Company is not responsible for any alterations, gaining access, or closing access to floors, walls, or ceilings to locate the malfunction or to effect repair or replacement. NOTE – ATTIC AND KITCHEN EXHAUST FAN CATEGORY LIMIT Items in this category are subject under this contract to a maximum of \$750 in aggregate during the coverage period.

CENTRAL VACUUM SYSTEM

closing access to floors, walls, or ceilings to locate the malfunction or to effect repair or replacement. NOTE – CENTRAL VACUUM SYSTEM CATEGORY LIMIT Items in this category are subject under this contract to a maximum of \$750 in aggregate during the coverage period.



POLICY TERMS AND CONDITIONS [CONTINUED]

CLOTHES WASHER AND DRYER

All parts and components, except plastic mini-tubs, soap dispensers, filter and lint screens, knobs, dials, venting, damage to clothing, all-in-one washer and dryer units or combo units sharing one power cord. NOTE – WASHER/DRYER CATEGORY LIMIT Items in this category are subject under this contract to a maximum of \$1,200 in aggregate during the coverage period.

ELECTRICAL

Wiring, plugs, panels and subpanels, junction boxes, conduit, switches and fuses, circuit breakers (including ground fault, does not include resets), telephone wiring. Coverage begins at the main service panel. NOT COVERED: Door bells, intercom, fixtures, ceiling fans, alarms, inadequate wiring capacity, sensor, relay, low voltage, timed circuits, grounding ungrounded outlets, phone jacks, wiring which is the property of the Phone Company, data/ internet/coaxial wiring or fixtures, power surges or accidental damage from handling. NOTE: Coverage for diagnosis, access, repair, or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in aggregate. The items in this category are subject to a maximum of \$1500 in aggregate under this contract.

GARAGE DOOR OPENERS

Track assembly, capacitor, motor, switches, receiver unit, push arm, carriage, hinges, springs, remote transmitters. NOT COVERED: Doors, adjustments, and units not meeting current safety standards. The items in this category are subject to a maximum of \$750 in aggregate under this contract.

HEATING AND AIR CONDITIONING

(Not included in HomeGard Lite policy)

Heating: Coverage is limited to two units unless the over 5,000 sq. ft. coverage option is purchased. Gas, electrical, oil, propane furnaces, motors, gas valve, printed circuit boards, heat pumps, heat exchangers, burners, thermostats, and thermostat sub-base, hydronic circulating pumps, radiators, heating elements, vent blower assembly, switches, wiring and relays, baseboard convectors, vents. NOT COVERED: Auxiliary space heaters, cleaning or replacing filters (including electronic air cleaners), registers, cleaning, balancing of the system, adjusting for temperature variation by room, condensate line cleaning, fuel storage tanks, heat lamps, humidifiers, split systems, ductless systems, baseboard casings and grills, chimneys, all parts and components for geothermal and water source systems, cable heat (in ceiling or floor) and wood stoves even if the main source of heat to the home, installation of flue liners to meet local codes resulting from furnace replacements, inadequate capacity or undersized systems. NOTE: Coverage for diagnosis, access, repair, or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of \$1,500 in aggregate. Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in aggregate.

Ductwork: Ductwork from the heating unit to the connection at the register or grill. NOT COVERED: Grills and registers, insulation, dampers, ductwork where asbestos is present, installation of new runs to compensate for existing deficiencies, cleaning, balancing, and adjusting for temperature variation by room.

Central Air Conditioning (Ducted):

Coverage is limited to two units unless the over 5,000 sq. ft. coverage option is purchased. Refrigeration system (includes heat pump), condensing unit, thermostats, compressor, motors, Freon lines, coils, liquid and suction line dryers, fuses, breakers, disconnect boxes and wiring, valves (including thermostatic expansion valves), air handling unit, evaporative cooler, pump, casing, motor, belts and pulleys, float-assembly, built-in electric wall units. NOT COVERED: Condenser casings, registers, grills, filters (including electronic air cleaner), window units, all parts and components for geothermal and water source systems, humidifiers, cooler pads, roof jacks or stands, condensate line cleaning, condensate pumps, balancing of the system, adjusting for temperature variation by room, cleaning, systems exceeding five tons capacity, refrigerant in excess of two pounds, inadequate capacity or undersized systems. NOTE: A component that is found to be leaking during the Seller Coverage or within 30 days after closing will not be replaced without proof of service dated within the last 12 months. The Company will not repair or replace any component if it can be determined that the unit has been recharged within the last 12 months without actual repair. If the Company determines that the air conditioning unit must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement unit, including the installation of thermostatic valves. The Company will pay costs related to the disposal of Freon (if Freon disposal is required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component. EXCLUDED SYSTEMS: Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered. Split systems and ductless systems are not covered. NOTE – HVAC SYSTEM CATEGORY LIMIT: Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$1500 per unit per contract term not to exceed \$3000 in total during the coverage period.

NATURAL GAS FIREPLACE COMPONENTS

Log lighter, gas logs, controls, switches, and approved heater inserts. Not Covered: Adjustments, screens, dampers, heater inserts that do not meet local code requirements. NOTE: The Company will not make any alterations to or restorations of hearths, fireplaces, and chimneys required to access items for repair. Items listed in this category are subject to a maximum of \$750 in aggregate during the coverage period.

NATURAL GAS GRILL

All parts and components, except: grates, knobs, handles, briquettes, lights, cosmetic repairs such as rust. NOTE: Coverage is not valid for repairs to non-natural gas (e.g. propane) grills. Natural Gas Excluded Systems: Natural Gas lamps and any underground gas lines and/or valves. NATURAL GAS ITEM CATEGORIES LIMIT: Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$1,000 in aggregate during the coverage period.

PLUMBING

Leaks and breaks of water (interior after water meter), drain, gas (including underground), vent or sewer lines. Valves: shower, tub, diverter, angle stop, and gate valves. Toilets, except tank and bowl (replaced with like quality up to \$300.00 per occurrence). Circulating hot water pump. Permanently installed sump pumps within the perimeter of the main foundation or garage (groundwater only, battery backups excluded). Whirlpool bath motor and pump assemblies. Pressure regulators. Faucets (replaced with chrome builders standard up to \$125). Shower head and shower arm. NOT COVERED: Fixtures (bathtubs, sinks, toilet tank & bowl, etc.), filters, shower enclosure and base pan, shower strainers that are part of an enclosure or base pan, drain stoppers or plugs, indoor pools including their plumbing and components, caulking and grouting, septic tank/ system, flow restrictions in freshwater lines caused by chemical deposits or other blockages, inadequate or excessive water pressure, corrosion, rust, water conditioning equipment, sewage ejectors. saunas or steam rooms, whirlpool jets, fire suppression systems, gutters, and downspouts. NOTE: Coverage for diagnosis, access, repair, or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in aggregate. PLUMBING STOPPAGES: Clearing of stoppages in vent and sewer lines to 100 feet of the point of access where accessible ground-level cleanout is existing, except: stoppages caused by roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from the vent, removal of water closet and costs to locate, access or install a ground level cleanout.

WATER HEATER (INCLUDES TANKLESS WATER HEATERS)

Gas or electric—gas valve, tank leaks, drain valve, control thermostat and thermocouple, heating elements, temperature, and pressure relief valve. NOT COVERED: Holding or storage tanks, expansion tanks, solar equipment, and fuel storage tanks. It is also important to review the Limits of Liability. NOTE FOR SELLER - PLUMBING SYSTEM CATEGORY LIMIT: Unless otherwise specified, the items in this category are subject under this contract to a maximum of \$1,000 in the aggregate during the seller's coverage period. Coverage for water heater replacements is limited to \$1,500 in aggregate. No costs for any modifications are covered. NOTE: A component that is found to be leaking during the Seller Coverage or within 30 days after closing will not be replaced without proof of service dated within the last 12 months.



LIMITS OF LIABILITY

Normal Wear and Tear Limitations: The Company's liability is limited to the failure of systems due to normal wear and tear. Only a failure of systems occurring after the start of the coverage period, due to normal wear and tear, will be covered, except as provided below, regardless of when the failure occurred or whether it was disclosed to or discovered by the policyholder. Failure due to normal wear and tear occurs when a system or appliance that was installed, maintained, and used as the manufacturer intended stops functioning because it wears out or malfunctions on its own without outside involvement or influence, which can include but is not limited to, improper repair or installation, lack of cleaning or maintenance, theft, accident, third-party damage, weather, or pests. The Company will only cover an existing mechanical failure provided the failure could not have been detected by visual inspection or simple mechanical test at the inception of the contract. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test of turning the unit off or on verifies that the item operates without irregular sounds, smoke, or other abnormal outcomes. Any failure on a mechanical appliance with no model or serial number attached to it and unable to verify part availability will not be covered.





The Company will not cover existing failures known to the Buyer, or disclosed to the Buyer at the time of purchase. The Company reserves its right to request a copy of the inspection reports and service documents. Foreclosure/ Short Sales/ Distressed/ Bank Owned properties are not eligible for seller coverage, buyer coverages must have a full home inspection provided prior to the closing date of the property. The Company will not perform routine maintenance. For coverage, the contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment. The homeowner is responsible for providing safe access to contractors and removing all barriers, structures, and obstructions from failed components before arrival. HomeGard is not liable for failure to provide timely service due to conditions beyond our control including but not limited to: weather delays, labor difficulties or scheduling difficulties between you and your service contractor, shipping delays in obtaining parts, or back-ordered equipment. The Company is not responsible for repairs arising from the manufacturer's recall of covered items, manufacturer's defects, or for items covered under an existing manufacturer's, distributors, or in-home warranty. The Company is not responsible for the repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula,

manufacturing process or manufacturing defect. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. Should a single component of a multi-appliance combination (including, but not limited to, double wall ovens, microwave/range combinations) qualify for replacement; the Company will determine a reimbursement amount based on the cash value of the failed component as if it were a freestanding appliance. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color, installation, or delivery. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part. If no component or part is available of the appliance that is affected, the Company will not replace the appliance. Instead, the Company reserves the right to determine the value of the malfunctioning part and contribute the cash value toward the replacement up to 20 years past the manufacturer date.

The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the CENTRAL AIR CONDITIONING (DUCTED) section of this contract. Repairs or replacements required as a result of missing parts, undersized equipment, lack of capacity, or misuse are not covered by this contract. The Company will not be responsible for repair or alteration to utility or supply lines serving missing, excluded, or inoperable appliances.

The Company is not liable for incidental, consequential or secondary damage. Cosmetic defects are not covered. Condensation produced by any system or appliance is excluded.

SPECIFIC SITUATION/CAUSATION LIMITATIONS The Company will not alter the structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, or flooring.

The Company is not responsible for system or system component replacement required as a result of incompatible coolant type.

The Company will not address any appliance that is working as intended but whose operation is being compromised because it was not correctly installed or installed in a location where it was not intended.

The Company will not effect services involving hazardous or toxic materials including asbestos, lead, or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, spores, mycotoxins, or other metabolic products.

Repairs or replacements required as a result of fire, flood, smoke, earthquake, storms, mud, lightning, freezing, war, riots, vandalism, accidents, animals, pests, odors, attempted or improper previous repairs, or acts of God are not covered by this contract.

USE AND CONFIGURATION LIMITATIONS

This contract covers only single-family residential resale homes under 5,000 square feet of available total finished living space (ATFLS) unless amended by the Company. Resale homes with 5,000 square feet ATFLS or greater, multiple units, mother-in-law units, guest houses, and other structures may be covered if the appropriate fee is paid.

The Company is not responsible for providing cranes if needed to remove or install any equipment.

This coverage is for owned or rented residential property, not for commercial property or residences being used as businesses, including but not limited to, nursing/care homes, fraternity/ sorority houses, or daycare centers. Policy renewals are limited to owner-occupied properties under 5,000 square feet ATFLS.

Common areas and facilities of mobile home parks and condominiums are not covered.

If a dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded unless otherwise specified.

BUILDING PERMITS/BUILDING CODE LIMITATIONS: Where local building permits are required prior to commencing the replacement of appliances, systems, or components, the Company will pay up to \$250 in the aggregate under this contract for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.

The Company will pay up to \$500 in the aggregate for any costs relating to inspections, additions, or alterations to comply with federal, state, or local laws, utility regulations, zoning, or building codes that result from a covered repair or replacement. If there is only a code violation and no related covered repair or replacement, the Company will not pay simply to remove the violation.

Second Opinions: The Company reserves the right to require a second opinion at no additional charge to the customer.

SHARED SYSTEMS APPLIANCES

If this contract is for a dwelling consisting of more than one living unit, then all units within the dwelling must be covered by one contract for coverage to apply to shared systems and appliances. If this contract is for a multi-unit dwelling other than those specified above, then only items contained within the confines of each individual unit are covered. Except as otherwise provided above, shared systems and appliances are not covered.

WARRANT OF WORK

The Company warrants work performed under this agreement for 30 days or until the end of the policy period. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail, minus any diagnostic fees previously incurred by the Company. A dispatch charge will be assessed with each claim, and will be determined if failure is considered a continuation. A continuation is considered a claim within 30 days and directly resulting from previous work on an existing claim within the policy period. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly. At times it is necessary to open walls, ceilings, or floors to make repairs. We will not be responsible for the opening or replacement of these surfaces.

DISPUTE RESOLUTION

ARBITRATION

All disputes, controversies, or claims of any sort, arising out of or in any way relating to the Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interoperation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involved interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act as amended (9USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute



Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative or arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney fees if the party chooses to be represented by an attorney.

CLASS ACTION AND JURY TRIAL WAIVER

Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify the Company of the change in ownership and must submit the name of the new owner by phoning toll-free at 844-653-5306 in order to transfer coverage to the new owner. A home service contract is non-cancellable during the term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is canceled the Property Owner shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term, less all service costs incurred by the Company.

OHIO RESIDENTS ONLY - MANDATORY ENDORSEMENT

This contract is non-cancellable by the purchaser or person entitled to benefits under the contract.

ENTIRE AGREEMENT

This written agreement represents the entire understanding of the parties, and both parties agree that they have not been induced to enter into the agreement in reliance upon, or as a result of, any statements, representations, promises, or inducements given or made by the other party. No amendment, change, or variance from this agreement shall be binding unless mutually agreed to by the parties and executed in writing.

CUSTOMER SERVICE

To schedule a service appointment, you must contact the Company via telephone during regular business hours of 9 AM – 5 PM Eastern Time Monday through Friday (excluding holidays). If you contact the Company after regular business hours, the Company will contact you the next business day to confirm coverage. When your coverage is confirmed, the Company will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time during regular business hours of 9 AM-5 PM Monday through Friday,

excluding holidays. If you request Service outside of normal business hours (9 AM - 5 PM Eastern Time, M-F, excluding holidays), you will be responsible for any additional fees and/or overtime charges paid directly to the contractor. In emergency situations, HomeGard will determine what repairs constitute an emergency (generally goods that are essential to health and safety, such as loss of heating (external temperature under 32° f), cooling (external temperature above 90°f), plumbing (substantial flooding) or substantial electrical service, and such service renders the home otherwise uninhabitable (and not related to an Act of God Event), and will make reasonable efforts to expedite emergency service. Under no circumstances will appliance failure qualify as an emergency situation.

DISPATCH CHARGE FOR HOMEGARD PRIME: Notwithstanding anything herein to the contrary the homeowner will be responsible for a \$50 dispatch charge for the first three service calls and a \$100 dispatch charge for any service calls exceeding three during the listing period, initial 12-month contract period, and/or any renewal period.

DISPATCH CHARGE FOR HOMEGARD CORE: Notwithstanding anything herein to the contrary the homeowner will be responsible for a \$75 dispatch charge for the first three service calls and a \$125 dispatch charge for any service calls exceeding three during the listing period, initial 12-month contract period, and/or any renewal period.

DISPATCH CHARGE FOR HOMEGARD LITE: Notwithstanding anything herein to the contrary the homeowner will be responsible for a \$100 dispatch charge for the first three service calls and a \$150 dispatch charge for any service calls exceeding three during the listing period, initial 12-month contract period, and/or any renewal period.

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BUYER'S OPTIONAL COVERAGES

When ordered and paid for at the close of the sale (or date of occupancy in the case of lease options or early occupancy) the following options will be covered. The Buyer's Optional Coverage may be added by the Buyer within 30 days after closing (or date of occupancy in the case of lease options or early occupancy) and coverage starts on receipt of payment and expires with the HomeGard Warranty. Buyer's Optional Coverages can be added on renewals with a 30-claim hold and service records provided. Please refer to your HomeGard Warranty Terms and Conditions for additional coverage information including Limits of Liability.

SEPTIC TANK SYSTEM - \$99

Includes jet pump, sewage ejector pump, aerobic pump, septic tank, and clearing sewer line from the house to septic tank (see septic system pumping). NOT COVERED: seepage pits, leach lines, leach beds, lateral lines, tile fields, insufficient capacity. Overage for diagnosis, access, repair,

or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet, and aerobic pumps, is limited to a maximum of \$500 in the aggregate.

WATER SOFTENER - \$99

Covers one domestic water softener. Not Covered: Conditions of insufficient or excessive water, water filters, and water purification systems, rental or leased equipment, repair or replacement of water softener necessitated by mineral beds or deposits, cleaning. Coverage for water softener diagnosis and repair or replacement is limited to a maximum of \$1,500 per contract term.

WELL PUMP - \$74, \$149 WITH BOOSTER PUMP

All components and parts of one well pump are utilized as the primary source of water to the home. NOT COVERED: above or underground piping, cable, or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, pressure switches not located on the pump, holding, storage, or pressure tanks, booster pumps, re-drilling of wells, damage due to lack of water, well pump and all well pump components for geothermal and/or water source heat pumps. Coverage for well pump access, diagnosis, and repair or replacement is limited to a maximum of \$1,500 per contract term.

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WET BAR REFRIGERATOR/ WINE COOLER/ICE MAKER PACKAGE - \$29

Wet Bar Refrigerator (up to 16 cubic ft), Built-in Wine Cooler (30-bottle maximum), freestanding icemaker, additional refrigerator. All components that affect the cooling operation of the unit (up to a combined total of four appliances) including compressor, thermostat, condenser coil, evaporator, defrost system, motor, and fill valve. NOT COVERED: refrigerators with more than one compressor, ice crusher, ice and beverage dispenser, and respective equipment, interior thermal shells, filters, food spoilage, insulation, multimedia centers, wine vaults, refrigerator/oven combination unit, detachable components, baskets, buckets, dials, knobs, handles, door glass, lights, light sockets, light switches, pans, trays, rollers, racks, shelves, runner guards, interior lining, trim kits. Wet bar refrigerator/wine cooler/icemaker coverage is limited to \$1,000 in the aggregate.

MULTI-UNIT PRICING - \$174 FOR EACH ADDITIONAL UNIT

OVER 5,000 SQ. FT. COVERAGE HOMEGARD CORE - \$1,129

OVER 5,000 SQ. FT. COVERAGE HOMEGARD PRIME - \$1,329

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Heating and Air Conditioning:

Registers, grills, zone controllers, condensate line cleaning, condensate pumps, humidifiers, installation of flue liners to meet local codes resulting from furnace replacements.

Water Heater: Expansion Tank

Plumbing: Toilet bowl & tank failure up to \$300, and garbage disposal resets.

Electrical: hardwired smoke detectors, doorbell (excluding intercoms), ceiling fan (excludes lights, remote, noise, wobbling)

Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining, range vents

Dishwasher: racks, rollers, baskets

Microwave Oven: knobs, racks, rotisserie, handles Trash Compactor: lock/key assemblies, knobs

Kitchen Refrigerator: Ice crusher, beverage dispenser NOTE: Repair or replacement of ice makers will only be completed when parts are available.

Miscellaneous: Repair or replacement of a system or appliance (excluding roofs) that was improperly installed, modified, or repaired (excluding undersized/ mismatched systems); Labor charges incurred from repair or replacement arising from items covered under an existing manufacturers or distributor's warranty; Drywall removal/replacement reimbursed up to \$300; Ability to select own contractor for covered repairs, pending pricing approval. HomeGard Prime coverage is limited to \$1,000 in aggregate.

POOL AND/OR IN-GROUND SPA EQUIPMENT - \$149 WITHOUT WATER HEATER, \$199 WITH WATER HEATER

Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless an additional fee has been paid. Covers above-ground and accessible working components and parts of the heating, pumping, and filtration system including: Pool sweep motor and pump, pump motor, blower motor, and timer, above-ground plumbing pipes, and wiring. The unit must be able to fill with water to qualify for coverage. NOT COVERED: Portable or above-ground spas, access to pool and spa equipment, light, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover, and related equipment, fill line and fill valves. cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers and other water chemistry control equipment and materials, fuel storage tanks, disposable filtration medium, heat pump, multimedia centers, dehumidifiers. Coverage for pool diagnosis and repair is limited to a maximum of \$1500 per contract term.

