

Contract #: 841900  
23745 MARTIN CIR S  
PORTER, TX 77365

Heather and Corey Campbell  
102 WATSON WAY  
CIBOLO, TX 78108

Dear Heather and Corey Campbell,

Thank you for choosing a OneGuard Home Warranty and Service Plan. We look forward to taking the hassles out of homeownership for you. Our uniquely structured plans offer the protection of a home warranty and the convenience of home maintenance services.

Enclosed is a copy of your home warranty and service plan contract detailing the coverage you have selected. You will also find information regarding additional coverage options and upgrades that you may add to your plan within 30 days of your effective date. **Please take some time to carefully review your contract and coverage. If you have any questions about your Home Warranty and Service Plan, or if you are interested in adding additional coverage options, please call us at 888-896-0014.** Once again, thank you for choosing OneGuard and we look forward to serving you!

Sincerely,

Dave Hill  
COO

**When  
your  
home  
needs  
care,  
OneGuard  
has you  
covered**



# Residential Service Contract

This contract is administered, underwritten and serviced by OneGuard Home Warranties 20410 N 19th Ave, Suite 200, Phoenix, AZ 85027

CUSTOMER: Heather and Corey Campbell  
102 WATSON WAY  
CIBOLO, TX 78108

COVERED PROPERTY:  
23745 MARTIN CIR S  
PORTER, TX 77365

CONTRACT NUMBER  
841900

CONTRACT TERM  
-

TOTAL PREMIUM  
\$573.00

SERVICE FEE  
\$69.00

## HOMEGUARD

The HomeGuard provides repair and replacement coverage for the following:

- A/C & Heating System Tune-Ups
- Air Conditioning System
- Built-In Microwave
- Carpet Cleaning Service
- Ceiling & Exhaust Fans
- Central Vacuum
- Dishwasher
- Door Bells
- Dryer Vent Cleaning
- Electrical Systems
- Equipment Disposal
- Garage Door Opener
- Garage Door Tune-up Service
- Garbage Disposal
- Heating System
- Instant Hot Water Dispenser
- Kitchen Appliances
- Kitchen Refrigerator w/ Ice Maker & Dispenser
- Lawn Fertilization
- Lawn Pre-emergent Weed Control
- Lawn Weed Kill Treatment
- Permits & Code Upgrades
- Pest Control Treatment
- Plumbing Stoppages
- Plumbing System
- Range/Oven/Cooktop
- Re-Key & Garage Remote Re-Program
- Smoke Detectors
- Termite Treatment
- Trash Compactor
- Washer/Dryer Set
- Water Heaters
- Window Cleaning Service

## SELECTED ADDITIONAL COVERAGE



### Consider Upgrading Your Home Warranty Plan!

You can choose to add any of the following items to your current plan. \*

Sprinkler System and Timer\$72  
Salt Water Pool/Spa (1 Set of Equipment)\$420  
Guest House\$276  
Additional Pool Pump/Water Feature (per unit)\$120  
Extended Main Line Plumbing\$96

Water Softener & Reverse Osmosis Filtration System\$72  
Additional Freestanding Refrigeration Units (per unit)\$60  
Built-in Pool/Spa (1 Set of Equipment)\$228  
HVAC Equipment Incompatibility Coverage\$120

\*Please refer to section A of the contract for terms and conditions.

## A. COVERAGE OVERVIEW

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1. This residential service contract ("contract") is offered, administered, and serviced by OneGuard Home Warranties ("OneGuard") located at 20410 N. 19th Avenue, Suite 200, Phoenix, AZ 85027. Toll free phone number is 888-896-0014. In accordance with the terms and conditions of this contract, OneGuard will repair or replace contract holder's selected covered items so long as they:
  - a. Are in good, safe working order and correctly installed at the premises on the effective date of this contract;
  - b. Become inoperative from normal wear and tear after the effective date of this contract;
  - c. Are classified by the manufacturer as residential (OneGuard does not cover systems classified as commercial);
  - d. Are located within the perimeter of the main house foundation or garage (with the exception of items marked with an "\*\*\*");
  - e. Are not covered by a manufacturer, distributor, builder, extended warranty, or homeowner's insurance policy;
  - f. Are reported during the term of this contract.
2. This contract covers single-family residences (including condos in buildings of three (3) stories or less, town homes and manufactured housing) less than 5,000 square feet. Homes over 5,000 square feet, guest homes, duplexes, triplexes and four-plexes are covered if appropriate fee is paid. This contract covers owned or rented residential property, not residences used as businesses.
3. This contract only covers items that were installed on the premises on the effective date. Systems or appliances that were installed after the effective date must be registered with OneGuard to be covered by this contract. Used items installed after the effective date are not covered by this contract unless they were purchased by a reputable retailer and backed by a minimum 90-day warranty.
4. Determination of whether to repair or replace will be at the sole discretion of OneGuard. When replacement is required, OneGuard is responsible for installing equipment comparable in features, capacity and efficiency (except as noted under "Limits"). OneGuard is not responsible for matching identical colors, brands and dimensions, or any features that do not contribute to the primary function of the covered system or appliance.
5. When addressing a covered item breakdown or malfunction, OneGuard will also make arrangements in accordance with the terms of this contract to:
  - a. Dismantle, remove and dispose any defective covered equipment.
  - b. Pay up to \$250 per Contract term to obtain required permits or to upgrade to current code requirements when completing repairs or replacements of covered items. This contract does not cover any existing code violations that are not associated with a covered repair or replacement.
6. OneGuard reserves the right to offer cash in lieu of repair or replacement in the amount of OneGuard's actual cost (which is less than retail) to repair or replace any covered item. If OneGuard makes the determination to provide the contract holder cash in lieu of repair or replacement, OneGuard will make payment within 30 days from the time that determination is made. If OneGuard provides cash in lieu of repair or replacement of a covered item, that item will not be covered for future malfunctions until the contract holder has it correctly repaired or replaced by a service professional and delivers to OneGuard any paid invoices confirming that the repair or replacement was completed.
7. Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations, exclusions and provisions specified in this contract.

## B. CONTRACT HOLDER'S OBLIGATIONS

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1. Contract holder is responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the Owner's Manual.
2. When a failure occurs, turn covered item off, protect it from further damage and 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.
3. Contract holder is obligated to provide information relating to the cause, nature and timing of any breakdown. This information may include inspection reports, real estate contracts and repair invoices.

## C. CONTRACT TERM AND EFFECTIVE DATE

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1. **First Year Customer.** Contract term begins ten (10) days after acceptance of application by OneGuard and receipt

of plan fee and continues for one (1) year. If contract holder selects the monthly payment option and OneGuard elects to renew the contract, contract will automatically be renewed for an annual coverage period unless contract holder notifies OneGuard in writing 30 days prior to the expiration of the contract (See section- RENEWALS & TRANSFER OF CONTRACT for more details).

2.

**Renewal Customer.** Renewal Customer contract term begins upon expiration of previous contract term and continues for one (1) year provided that the plan fee is received by OneGuard prior to expiration of current contract. If plan fee is received by OneGuard after expiration, a new First Year Customer contract term will begin, new plan fee pricing may differ and the new contract term will begin ten (10) days after receipt of plan fee (See section- RENEWALS & TRANSFER OF CONTRACT).

## D. REQUESTING SERVICE (CALL 888-896-0014)

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1.

Contract holder, contract holder's agent or tenant must contact OneGuard online at OneGuardHW.com, on the OneGuard app, or by calling 1-888-896-0014 as soon as the problem is discovered and prior to the expiration date for covered work to be performed under this contract.

2.

OneGuard has the sole right to select and arrange an authorized OneGuard service contractor to perform work covered by this contract. **Only work authorized and**

**arranged by OneGuard is covered by this contract. OneGuard will not reimburse contract holder for service performed by contract holder's own contractor without prior authorization.**

3.

**Service Response Times.** OneGuard will make reasonable efforts to initiate service by selecting an authorized service contractor within 48 hours after a service request has been made.

## E. TRADE SERVICE FEE

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1.

For each separate trade item, contract holder is responsible to pay a 69.00 service fee. The service fee will be due and payable to OneGuard at the time of scheduled service. This includes when:

a.

A contract holder cancels a service request after the service contractor is in route to the contract holder's home;

b.

A contract holder fails to provide accessibility necessary to perform the service request;

c.

A service contractor's diagnosis results in a partial or complete exclusion of coverage; or

d.

OneGuard approves a contract holder's request for a second opinion.

2.

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.

3.

Failure to pay service fees would result in suspension or cancellation of this contract.

4.

OneGuard reserves the right to obtain a second opinion at OneGuard's expense. In the event that OneGuard informs contract holder that the malfunction is not covered, contract holder has the right to request a second opinion of the cause of the malfunction. Contract holder must ask OneGuard for a second opinion from another OneGuard service contractor within 7 days from the time OneGuard informed contract holder the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, contract holder will not owe an additional service fee. If contract holder requests a second opinion, contract holder will be responsible for the payment of an additional service fee only if the outcome of the second opinion is the same as the initial opinion.

## F. HOMEGUARD COVERAGE

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1.

### KITCHEN APPLIANCES

**COVERED:** All mechanical parts and components that fail due to normal wear-and-tear of:

KITCHEN REFRIGERATOR,

DISHWASHER,

RANGE - OVEN - COOKTOP,

BUILT-IN MICROWAVE,

GARBAGE DISPOSAL,

INSTANT HOT WATER DISPENSER,

TRASH COMPACTOR

**NOT COVERED:** Detachable accessories, items that do not affect the primary operation of an appliance, maintenance items and items that do not fail as a result of normal wear-and-tear such as but not limited to: shelves, drawers, hinges, light bulbs, glass or glass tops, food spoilage, insulation, multi-media centers and filters.

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

Note: This coverage is for one (1) unit per appliance type. Additional fee is required to have multiple units of each appliance type covered by this contract.

2.

#### **WASHER & DRYER**

**COVERED:** All mechanical parts and components that fail as a result of normal wear-and-tear:

**NOT COVERED:** Items that do not affect the primary operation of an appliance, maintenance items and items that do not fail as a result of normal wear-and-tear such as but not limited to: dispensers, plastic mini-tubs, lint or filter screens, venting, hinges, dials and knobs.

**LIMITS:** This coverage is for one (1) unit per appliance type. Additional fee is required to have multiple units of each appliance type covered by this contract.

3.

#### **AIR CONDITIONING & HEATING SYSTEM**

**COVERED:** Electric central air conditioning systems, gas or electric central heating systems, heat pumps and all 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 or cleaning, problems caused by dirty and/or clogged coils, condenser casings, registers, grills, deionizers, 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, and air conditioning with improperly sized systems, and structural modifications required in connection with any covered repair.

**LIMITS:** \$1,500 maximum for diagnosis, repair, or replacement of glycol, hydronic, steam, or geothermal heating systems. OneGuard will pay up to \$15 per pound for recharging of refrigerant. The contract holder will be responsible for costs in excess of \$15 per pound.

**Note:** This residential service contract covers air conditioning and heating systems with a capacity not exceeding 5 tons per unit.

4.

#### **PLUMBING SYSTEM, FIXTURES & STOPPAGES**

**COVERED:** Leaks or breaks in water, gas, drain, sewer or vent lines that are located within the perimeter of the main house foundation, faucets and showerheads (up to \$250 per occurrence), built-in whirlpool bath motors, basket strainers, toilet bowls and tanks, wax seals, mechanisms, valves in tub and shower, diverter, angle stop and gate valve, built-in interior sump pump, circulating hot water pump, hose bibs\*, pressure regulators\* and clearing of stoppages in sewer lines through accessible ground-level clean out. OneGuard will also cover up to \$250 to clear stoppages caused by roots, to hydrojet if a standard sewer cable is unable to clear the stoppage or to access a drain line from rooftop or toilet drain.

**NOT COVERED:** Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside of the home's main foundation; lines broken, infiltrated or stopped by roots or foreign objects even within the home's main foundation; tub or shower unit, shower/tub strainers, pan or enclosure, toilet

**lids/seats, sinks, grouting/caulking, bidets, plumbing for solar systems, septic tanks and ejector pump, high or low water pressure, water softener equipment, water filters or conditioning equipment, storage or holding tanks, steam rooms or saunas, sounds caused by heating or flowing water, inadequate plumbing capacity, flow restrictions in water supply lines, icemaker water lines, fire suppression systems, sprinkler systems, stoppages that cannot be cleared with cable, access to sewer or drain lines from vent (rooftop line clearing), costs to locate, access or install a ground-level clean out and hydrojetting.**

**LIMITS:** \$500 maximum per plan for diagnosis, repair or replacement for leaks in water, drain, gas or polybutylene piping that is underground or obstructed by concrete or any other solid surface. OneGuard will only provide access to plumbing systems through unobstructed walls, ceilings and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, OneGuard will restore access openings to a "rough" finish only (consequential damage is covered by homeowners insurance).

5.

#### **WATER HEATERS**

**COVERED:** Gas or electric water heaters including tankless water heaters, thermostat assembly parts and components, heating elements, burner assembly, gas valve, drain valve, relief valve and circulating pump (non-solar-systems).

**NOT COVERED:** Solar water heaters and associated components and plumbing, vents and flues, storage or expansion tanks, noise caused by sediment, drip pans, heating/water heater combination units, multi-valve manifolds and water heater heat pump attachment.

**LIMITS:** Coverage applies to residential water heaters not exceeding 80 gallons.

6.

#### **ELECTRICAL SYSTEM**

**COVERED:** Wiring, conduit, outlets, switches, panels and subpanels that are attached to home, circuit breakers, fuses, GFI circuit breakers, junction boxes and built-in lighting fixtures (up to \$250 per occurrence).

**NOT COVERED:** Inadequate wiring capacity, intercoms, power failure or surge, audio/video/computer/intercom/alarm or security wiring or cable, sensors, direct current (D.C.) wiring and components, low voltage or timed circuits including wiring and relays, light bulbs, ballasts, system controllers.

**LIMITS:** Light fixtures that are higher than 12 feet from the ground will result in extra fee.

7.

#### **CEILING FANS & EXHAUST FANS**

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

**NOT COVERED:** Attic fans, whole-house fans, light kits, remote controls and heaters.

**LIMITS:** Ceiling fans replaced with builder's standard when necessary. Ceiling fans that are higher than 12 feet from the ground will result in an extra fee.

8.

#### **CENTRAL VACUUM**

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

**NOT COVERED:** Hoses, clogged pipes, removable attachments and accessories.

9.

#### **SMOKE DETECTORS**

**COVERED:** All mechanical parts and components that affect the operation.

**NOT COVERED:** Batteries and low voltage wiring.

**LIMITS:** Smoke detectors that are higher than 12 feet from the ground may result in extra fee

10.

#### **DOOR BELLS**

**COVERED:** All mechanical parts and components that affect the operation.

**NOT COVERED:** Door bells integrated into Intercom Systems.

11.

### **GARAGE DOOR OPENER**

**COVERED:** Wiring, receiver, switches, capacitor, motor, springs, hinges, rail/trolley assembly, push arm and carriage.

**NOT COVERED:** Doors, track assembly, light bulbs and remotes.

12.

### **A/C & HEATING SYSTEM PRE-SEASON TUNE-UPS**

**COVERED:** OneGuard will calibrate thermostat, test temperature split, check refrigerant levels and system pressures, perform amp draw on condenser motor, evaporator motor and compressor, rinse condenser coils, check contactors, check condensate lines, clean or replace filters (owner supplied), clean and tighten electrical connections, test capacitors, check heat operations, inspect pilot system, test safety switches, test limit switches and clean burners.

**NOT COVERED:** Filters, clearing of condensate line stoppages, recharging of refrigerant, evaporator/indoor coil cleaning including acid cleaning or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (filters must be replaced monthly).

**LIMITS:** Service fee covers tune-up for one (1) unit. Contract holder will be responsible to pay \$30 for each additional unit.

Note: For the applicable service fee each season, OneGuard will perform one (1) A/C Pre-Season Tune-up between February and April and one (1) Heating System Pre-Season Tune-up between October and November. Service fee for tune-ups must be secured by a credit card at the time of service request. If contractor finds a covered problem, an additional service fee will be due at the time the repair is made.

13.

### **GARAGE DOOR TUNE-UP SERVICE**

**COVERED:** For the applicable service fee, OneGuard will provide a safety inspection and tune-up service for up to two (2) garage door openers. Service includes an inspection and any necessary adjustments for garage door safety sensors, adjustment of door springs, clean and lube rollers and hinges, and clean and tighten electrical connections.

**NOT COVERED:** This service does not cover necessary repairs. An additional service fee will be charged for repairs of covered items.

**LIMITS:** This service is limited to a safety inspection and tune-up maintenance of a maximum of two (2) garage door openers. An additional fee will be charged to perform this service on each additional garage door opener in excess of two (2). An additional fee may also be charged for garage door openers that are installed on ceilings that exceed twelve (12) feet. Service fees are due per housing unit in duplex, triplex, and four-plex properties.

14.

### **RE-KEY SERVICE & GARAGE DOOR REMOTE RE-PROGRAM**

**COVERED:** Re-programming of the garage remote, Re-key up to 6 key holes (including deadbolts) and provide 4 copies of the key.

**NOT COVERED:** Homelink or other car remote re-programming, re-programming of garage door openers that are higher than 10 feet from ground, exterior keypad re-programming, lock picking, lock-out service, or new lock sets. The contact holder will incur extra fees for these items.

**Note:** If the covered property is outside of our normal service area, you may incur an additional fee.

15.

### **CARPET CLEANING SERVICE**

**COVERED:** For the applicable service fee, OneGuard will provide one (1) carpet cleaning service per plan of general soiling in up to three (3) rooms or no more than 600 square feet. For more extensive carpet or upholstery cleaning, contract holder will be charged additional fees at discounted rates.

**NOT COVERED:** Old/permanent stain removal, pet urine and/or feces stains, red stain removal, pre-existing visible carpet damage, and any stain that requires enzyme treatments.

**LIMITS: Note:** This service may only be utilized once in a 90-day period. Additional floor cleaning services are available for an additional fee including: additional carpet cleaning over three (3) rooms or 600 square feet, tile and grout cleaning, upholstery cleaning, deodorizing treatments, enzyme stain removal treatments and more.

16.

#### **WINDOW CLEANING SERVICE**

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

**NOT COVERED:** Hard water stain removal, paint overspray removal, screen cleaning, screen repairs, and interior windows. Additional fees apply for these services.

17.

#### **DRYER VENT CLEANING SERVICE**

**COVERED:** For the applicable service fee, OneGuard will roto-clean one (1) dryer vent.

**NOT COVERED:** Maintenance or cleaning service on dryer unit.

**LIMITS:** This service is limited to single-family dwellings. This service may require an additional fee for condos in a high-rise multi-family dwelling.

18.

#### **PEST CONTROL TREATMENT**

**COVERED:** For the applicable service fee, OneGuard will provide a pest control treatment of ants, carpenter ants, roaches, crickets, spiders, ground beetles, earwigs, silverfish, millipedes, centipedes, pillbugs, sowbugs, clover mites and treatment for mice. Additionally, OneGuard will provide limited extermination treatment for rodents by placing up to five (5) traps or two (2) bait stations.

**NOT COVERED:** Treatment of infested areas outside the perimeter of the main house foundation, bed bugs, flying insects, ticks, fleas, German Roach infestations, rats, and any other pest not listed above.

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

19.

#### **TERMITE TREATMENT**

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

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

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

20.

#### **LAWN PRE-EMERGENT WEED CONTROL**

**COVERED:** For the applicable service fee each season, OneGuard will perform one (1) spring pre-emergent weed control treatment for the entire lawn between January and April and one (1) fall pre-emergent weed control treatment for the entire lawn between August and November. This weed control treatment will eradicate existing broadleaf and grassy weeds. While this treatment may prevent weed seeds from germinating for up to six (6) months, OneGuard will guarantee that covered weeds will not reappear for a period of 30 days. Should covered



weeds reappear within 30 days from the date of treatment, OneGuard will re-treat and eradicate the re-appearing weeds for no additional service fee.

**NOT COVERED: Any landscaped areas other than the lawn, lawn pest control, tree and shrub seedlings, Dallisgrass, Nut Sedge, and Poa Annua.**

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

21.

#### **LAWN WEED KILL TREATMENT**

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

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

**LIMITS:** This post-emergent lawn weed treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

22.

#### **LAWN FERTILIZATION SERVICE**

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

**NOT COVERED: Treatment for new lawns, tree and shrub fertilization and lawn pest control.**

**LIMITS:** This treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

23.

#### **EQUIPMENT DISPOSAL**

**COVERED:** When addressing a covered item breakdown or malfunction, OneGuard will also make arrangements in accordance with the terms of this contract to dismantle, remove and dispose any defective covered equipment.

24.

#### **PERMITS AND CODE UPGRADES**

**COVERED:** OneGuard will pay up to \$250 per contract term to obtain required permits or to upgrade to current code requirements when completing repairs or replacements of covered items.

**NOT COVERED: This contract does not cover any existing code violations that are not associated with a covered repair or replacement.**

### **G. LIMITATIONS OF LIABILITY**

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This contract is intended to cover the costs to repair or replace contract holder's covered home systems and appliances when they fail due to normal wear-and-tear; however, coverage is not all inclusive. There may be situations in which contract holder will be responsible to pay additional costs for parts or services not covered by this contract. In those cases, OneGuard will work with contract holder to determine the best course of action to reasonably minimize out-of-pocket costs.

1.

**General Exclusions.** This contract does not cover:

a.

Known defects that existed on or before the effective date. Unknown pre-existing conditions are not covered by this contract unless (1) the contract holder has selected and paid for the Undetectable Pre-existing Conditions Option, (2) the pre-existing defect or malfunction would not have been detectable by visual inspection and a simple mechanical test and (3) the defect or malfunction occurred as a result of normal wear-and-tear. The contract holder must have all known pre-existing breakdowns

and defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract.

- b. Routine maintenance of appliances and equipment. Contract holder is responsible for maintenance and cleaning of covered items as specified by the manufacturer.
- c. Failure of parts or components caused by the lack of manufacturer recommended maintenance of this contract are not covered.
- d. Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
  - (1) Misuse, abuse or improper usage;
  - (2) Lack of capacity or insufficient or undersized systems or components;
  - (3) Improper previous repairs or modifications;
  - (4) Missing parts, components or equipment;
  - (5) Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mud slides, soil movement, other acts of nature, accidents or any other risk covered by homeowner's insurance;
  - (6) Manufacturer or builder defects;
  - (7) Chemical, soap or sedimentary build-up (except water heaters); or
  - (8) Pest or pet damage.
- e. Secondary, consequential or incidental damages resulting from the malfunction of any covered item such as but not limited to food spoilage, loss of income, utility bills, additional living expenses or the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting.
- f. Repair or remediation of cosmetic defects.

- g. Repair, replacement, installation or modification of any covered item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall or determination of defect.
- h. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.
- i. Internet/wireless connectivity and multi-media features of covered systems and appliances.
- j. Systems or appliances classified by the manufacturer as commercial.

2.

#### **Access Limitations:**

- a. Except as noted under "Limits", OneGuard is not responsible for providing access or closing access to covered items.
- b. OneGuard is not responsible for costs of restoration of any wall or floor covering, cabinets, countertops, tile, stone, brick, paint or the like.

3.

#### **General Limitations of Liability:**

- a. Except as otherwise provided herein, OneGuard is not responsible for any additional work or costs required to comply with any federal, state, or local laws, regulations or ordinances or utility regulations, including legally required permits; or to meet current building or zoning code requirements or correct for code violations.
- b. OneGuard is not responsible for costs related to the recapturing and remediation of refrigerants for which the disposal of such substances is regulated by the EPA.
- c. OneGuard is not responsible or liable for performing service, or paying remediation costs, involving toxic or hazardous substances or problems caused by pathogenic organisms including but not limited to mold, mildew, fungi, spores, bacteria, virus, yeast and mycotoxins.

- d. OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
- e. 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 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 and labor difficulties.
- 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.

## H. RENEWALS AND TRANSFER OF CONTRACT

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- 1. This contract is renewable, subject to OneGuard approval. Renewal is effective only upon issuance of a new contract. 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.
- 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 contract and contract will automatically be renewed for an annual coverage period unless contract holder notifies OneGuard in
- 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.

## I. CANCELLATION

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- 1. This contract shall be cancelled by the contract holder at any time. This contract shall be non-cancelable by OneGuard, except for:
  - a. Nonpayment of plan fees,
  - b. Fraud or misrepresentation of facts material to the issuance of this contract;
  - c. Upon mutual agreement between contract holder and OneGuard;
  - d. When the contract is for seller's coverage and close of escrow does not occur within 180 days from the effective date, or
  - e. If contract holder harms or threatens the safety or well-being of any employee of OneGuard, a

OneGuard service provider or any property of OneGuard or of the service provider.

2. In the event that a First Year contract is cancelled within 30 days of the effective date, the contract holder shall be entitled to a full refund of the paid contract fees less (1) any unpaid service fees and (2) any claims costs incurred. In the event that such contract is cancelled after the 30th day from the effective date, the contract holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less (1) any unpaid service fees, (2)

any claims costs incurred and (3) a \$50.00 administrative fee. Cancellation of this contract must be in writing.

3. In the event of cancellation of a Renewal Customer's contract any time after the effective date, the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less (1) any unpaid service fees, (2) any claims costs incurred and (3) a \$50.00 administrative fee. Cancellation of this contract must be in writing.

## J. MANDATORY ARBITRATION

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OneGuard and the contract holder will attempt in good faith to resolve any controversy or dispute arising out of or relating to this contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the contract or the parties' relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at [www.adr.org](http://www.adr.org). The arbitrator's decision shall be final, binding and non-appealable. The parties expressly agree that this

Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

## K. MISCELLANEOUS

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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.

**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.**

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION**

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Signature