

When your home needs care, OneGuard has you covered.



A R I Z O N A

Home Warranty and Service Plans



 Serving Homeowners Since 1990



**WINNER OF
THE 2014**
Angie's list
Super Service Award

Your guide to understanding OneGuard
home warranties and service plans



GET STARTED TODAY!

VISIT **OneGuardHW.com** OR CALL **888.896.0014**

Why do I need a home warranty?

For Peace of Mind and So Much More

We've all been there...
Just when you least expect it,
something breaks.

Whether it is the air conditioner in the heat of summer, the oven on Thanksgiving or the water heater on a cold January morning, it is a hassle and an expense. With a home warranty, you both reduce the financial risk and remove the hassles and headaches of getting things fixed.

Plus, we all know that the maintenance and upkeep of a home can eat up precious time and money that we'd like to spend doing the things we love. With a OneGuard home warranty and service plan you get not only traditional home warranty coverage, but also access to technicians who perform a broad array of home maintenance services such as carpet cleaning, window washing, yard maintenance, air conditioner and heating tune-ups, and much more.

You simply request service, pay a nominal service fee, sit back and relax. We dispatch a high quality, OneGuard-certified technician to your doorstep to deal with the problem – *usually within one business day*. You end up with a great looking, well-functioning home along with more time and money to spend on what you enjoy most!

24/7

You can count on us
to be there anytime
you need it.

ONEGUARD HOME WARRANTY AND SERVICE PLANS OFFER EVEN MORE.



We make move-in a breeze

| OneGuard offers a range of unique services to make a move hassle free.

- REKEY AND GARAGE REMOTE REPROGRAM
- SECURITY SYSTEM
- UTILITY CONNECTION
- CARPET CLEANING
- WINDOW WASHING
- PEST CONTROL



We make owning and moving into a home easier by providing services specifically customized for a home buyer.

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CHECK OUT OUR REVIEWS ON:



ANGIE'S LIST



GOOGLE



YELP!

PROOF WE CARE



HIGHEST SATISFACTION RATINGS IN THE INDUSTRY

- OneGuard consistently maintains an "A" rating on Angie's List—in fact, we're the proud winner of the **2014 Angie's List Super Service Award**
- 97% of OneGuard customers are satisfied with our service and nearly 90% would recommend us to their friends

WE COVER MORE - MUCH MORE

- Unique coverage tailored to a home buyer such as re-key service, utility connection and security systems
- OneGuard Home Warranty and Service Plans cover nearly 50% more items than other comparable home warranties
- No Fault coverage takes care of things such as unknown pre-existing rust and corrosion problems, as well as improper maintenance, repairs or installation
- Over 95% of claims are approved

HELPING YOU TAKE GOOD CARE OF YOUR HOME

- Tune-ups for major home systems
- Maintenance services such as window washing, carpet cleaning, lawn care, pest control and many more

FAST RESPONSE TIME

- You'll get a call back from one of our contractors within 4 hours of placing your request
- We generally get to your home within one business day

TRUSTED CONTRACTORS

- Service is provided by high quality contractors trained in the "OneGuard Way"
- Quality is monitored after each service call

Don't just trust us— see what our customers have to say

**JAMES AND MARY KEYS**

CHANDLER, AZ — February 2015

"OneGuard Home Warranties, in my opinion, is the Best Home Warranty Company in America. We have been with you for a couple of years now and anytime we need help with a covered home repair or appliance repair, all we do is make the call to you and the repair service is on the way and the problem taken care of. We are exceptionally pleased with OneGuard."

**BEV YOUNG**

FLOWER MOUND, TX — February 2015

"I love OneGuard and use it for myself and clients. Their contractors are always professional and on time. I've been using them for years and feel truly blessed to have them on my team."

**ANTOINETTE NICHOLAS**

DALLAS, TX — February 2015

"I am in such good hands with OneGuard! I am truly excited to have them on my side as my home warranty. Thank you OneGuard."



We've been
delivering world
class customer
service to
homeowners
since 1990.



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OneGuard has you covered.**

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		SENTINEL	CENTURION	GUARDIAN
WARRANTY ITEMS	No Fault Coverage	•	•	•
	Air Conditioning and Heating Systems	•	•	•
	Ductwork	•	•	•
	Plumbing System and Stoppages	•	•	•
	Water Heater	•	•	•
	Electrical System	•	•	•
	Dishwasher	•	•	•
	Range/Oven/Cooktop	•	•	•
	Built-in Microwave	•	•	•
	Garbage Disposal	•	•	•
	Trash Compactor	•	•	•
	Ceiling and Exhaust Fans	•	•	•
	Central Vacuum	•	•	•
	Garage Door Openers	•	•	•
	Sprinkler System and Timer	•	•	•
	HVAC Incompatibility Coverage		•	•
SERVICE ITEMS	Washer/Dryer			•
	Kitchen Refrigerator			•
	Re-Key Service and Garage Remote Re-Program	•	•	•
	A/C and Heating System Tune-Ups	•	•	•
	Termite Treatment	•	•	•
	Pest Control Treatment	•	•	•
	Weed Kill Treatment	•	•	•
	Yard Landscape & Maintenance	•	•	•
	Carpet Cleaning	•	•	•
	Window Cleaning	•	•	•
	Dryer Vent Cleaning	•	•	•
	Garage Door Opener Tune-up	•	•	•
EXTENDED COVERAGE	Ceiling Fan and Light Fixture Installation	•	•	•
	Utility Connection Service	•	•	•
	Security Alarm Coverage		•	•
	Free Security System		•	•
	PREFERRED UPGRADE <i>(see column at right)</i>		•	•
BUYER'S 1-YEAR PLAN		\$399	\$499	\$599
SELLER'S COVERAGE AND BUYER'S PLAN		\$399	\$499	\$599
4-YEAR (years 2-5)				
NEW CONSTRUCTION PLAN		\$649	\$799	\$949

\$100
VALUE

PREFERRED UPGRADE

Adds 30 High-Use Items to Your Coverage

A/C & HEATING SYSTEMS: Registers and grills

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

WATER HEATER: Expansion tanks and problems caused by sediment

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

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

COOLING & WARMING DRAWERS: All mechanical parts that effect the mechanical operation

DISHWASHER: Racks, rollers, and baskets

MICROWAVE OVEN: Door glass, interior linings, and shelves

GARAGE DOOR: Springs, hinges, and remote transmitters

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

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

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

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

SERVICE CALL FEE \$65



Application

PLAN #

APPLY NOW: online at OneGuardHW.com or call 888.896.0014 or 844.663.4827

* Required Information

PROPERTY TO BE COVERED

REAL ESTATE AND CLOSING INFORMATION

*ADDRESS

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

*CITY

*STATE

*ZIP CODE

*INITIATING AGENT NAME

*REAL ESTATE COMPANY

SQ. FOOTAGE

YEAR BUILT

HEATING

☐ GAS☐ ELECTRIC

*PHONE

EMAIL

SELLER'S NAME

*COOPERATING AGENT NAME

*REAL ESTATE COMPANY

PHONE NUMBER

EMAIL

*PHONE

EMAIL

*BUYER'S NAME

ESCROW COMPANY

ESCROW OFFICER

PHONE NUMBER (CELL)

EMAIL

*PHONE

FAX

MAILING ADDRESS (If different from property address)

CITY

STATE

ZIP CODE

ESCROW NUMBER

EST. CLOSING DATE

SELECT YOUR COVERAGE

BUYER'S 1-YEAR PLAN

SELLER'S COVERAGE AND BUYER'S PLAN

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

SENTINEL

☐ \$399☐ \$399☐ \$649

CENTURION

☐ \$499☐ \$499☐ \$799

GUARDIAN

☐ \$599☐ \$599☐ \$949

BEST VALUE!

OPTIONAL COVERAGE

PREFERRED UPGRADE

☐ \$100

INCLUDED

INCLUDED

HVAC Equipment Incompatibility Coverage

☐ \$80

INCLUDED

INCLUDED

Washer/Dryer Set

☐ \$80☐ \$80

INCLUDED

Kitchen Refrigerator

☐ \$60☐ \$60

INCLUDED

Addt'l Refrigeration Units (per unit)

☐ \$50☐ \$50☐ \$50

Built-in Pool/Spa (first set of equipment)

☐ \$190☐ \$190☐ \$190

Salt Water Pool / Spa (first set of equipment)

☐ \$375☐ \$375☐ \$375

Addt'l Pool Pump/Water Feature (per unit)

☐ \$60☐ \$60☐ \$60

Extended Main Line Plumbing

☐ \$75☐ \$75☐ \$75

Water Softener & R/O Water Filtration System

☐ \$60☐ \$60☐ \$60

Guest House

☐ \$150☐ \$150☐ \$150

Septic System

☐ \$50☐ \$50☐ \$50

Well Pump

☐ \$80☐ \$80☐ \$80

TOTAL PLAN FEE* \$ \$ \$

SELECT A PAYMENT PLAN

SERVICE
CALL FEE
\$65PAYMENT METHOD: ☐ ESCROW ☐ CHECK MAIL TO: 20410 N. 19th Avenue, Suite 200 • Phoenix, AZ 85027I DESIRE: ☐ THE HOME WARRANTY COVERAGES LISTED ABOVE. ☐ TO DECLINE THE BENEFITS OF THIS COVERAGE.

SIGNATURE

DATE

AZ-REHW:06/15

A. COVERAGE OVERVIEW

- In accordance with the terms and conditions of this residential service contract ("contract"), OneGuard Home Warranties will repair or replace your selected covered items so long as they:
 - Are in good, safe working order and correctly installed at the premises on the effective date of this contract;
 - Become inoperative from normal wear and tear after the effective date of this contract;
 - Are classified by the manufacturer as residential (we do not cover systems classified as commercial);
 - Are located within the perimeter of the main house foundation or garage (with the exception of items marked with an "***");
 - Are not covered by a manufacturer, distributor, builder, extended warranty or homeowner's insurance policy;
 - Are reported during the term of this contract.
- This contract covers single-family residences (including condos, 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.
- This contract only covers items that were installed on the premises on the effective date. Systems or appliances that were installed after the effective date must be registered with OneGuard to be covered by this contract. Used items installed after the effective date are not covered by this contract unless they were purchased from a reputable retailer.
- Determination of whether to repair or replace will be at the sole discretion of OneGuard. When replacement is required, we are responsible for installing equipment comparable in features, capacity and efficiency (except as noted under "Limits"). We are 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.
- OneGuard reserves the right to offer cash in lieu of repair or replacement in the amount of OneGuard's actual cost (which is less than retail) to repair or replace any covered item. If OneGuard makes the determination to provide the contract holder cash in lieu of repair or replacement, OneGuard will make payment within 30 days from the time that determination is made. If OneGuard provides cash in lieu of repair or replacement of a covered item, that item will not be covered for future malfunctions until the contract holder has it correctly repaired or replaced by a service professional and delivers to OneGuard any paid invoices evidencing the repairs or replacement.
- Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations, exclusions and provisions specified in this contract.

B. CONTRACT HOLDER OBLIGATIONS

- You are responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the Owner's Manual.
- When a failure occurs, turn covered item off and protect it from further damage and call OneGuard at 1-888-896-0014. Should you fail to protect the covered item from further damage, the consequential damage is not covered.
- You are obligated to provide information relating to the cause, nature and timing of any breakdown. This information may include inspection reports, real estate contracts and repair invoices.

C. CONTRACT TERM & EFFECTIVE DATES

- Home Seller Customer.** When the property is listed, and the Seller agrees to provide a residential service contract paid out of the proceeds of the closing, the Seller receives Seller's Coverage at no additional cost. Seller's Coverage contract term begins upon the issuance of a plan number by OneGuard and continues for 180 days, until close of escrow, or upon termination of listing (whichever occurs first). In the event that the close of escrow does not occur in the 180-day period, OneGuard may, at its sole discretion, extend the Seller's coverage term. Should OneGuard extend the Seller's coverage term, an extra fee may be charged. Seller's coverage includes items in Section F if selected. Optional coverage in Section I is not covered during Seller's coverage term.
- First Year Customer**
 - Home Buyer Customer.** Home Buyer Customer contract term begins at close of escrow if the annual fee is paid in escrow and continues for one (1) year. Annual fee must be received within 30 days from the close of escrow. Home Buyer Customer purchases a residential service contract in conjunction with a real estate transaction.
 - New Construction Customer.** New Construction Customer contract term begins one (1) year from the original close of sale and continues for four (4) years from that date. Warranty fee must be received within 30 days from the close of escrow.
- Renewal Customer.** Renewal Customer contract term begins upon expiration of previous contract term and continues for one (1) year provided that the plan fee is received by OneGuard within 30 days after expiration. If plan fee is received by OneGuard after 30 days of expiration, a new one-year Direct-to-Consumer contract term will begin, new plan fee pricing may differ, and the new contract term will begin ten (10) days after receipt of plan fees (See section K - RENEWALS & TRANSFER OF OWNERSHIP).

D. REQUESTING SERVICE

- You, your agent or tenant must call 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 residential service contract.
- OneGuard has the sole right to select and arrange an authorized OneGuard service contractor to perform work covered by this contract. **Only work authorized and arranged by OneGuard is covered by this contract. We will not reimburse you for service performed by your own contractor without prior authorization.**
- Service Response Times.**
 - Normal Service.** Under normal circumstances, an authorized OneGuard Service Contractor will contact you within four (4) business hours (48 hours on weekends/holidays) to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service.
 - Emergency Service.** An emergency is defined as a plumbing failure that causes interior flooding, a complete loss of heating or cooling in extreme temperature conditions, a substantial loss of electrical service or any other condition that renders the interior of the home uninhabitable. OneGuard will make all reasonable efforts to expedite emergency service. 24-hour emergency service is only available for interior flooding.
 - OneGuard will determine what services constitute an emergency and will make all reasonable efforts to prioritize and expedite emergency service.
 - Expediting Normal Service.** OneGuard will accept your request to expedite non-emergency service only if an authorized OneGuard Service Contractor is available. If the Service Contractor agrees to expedite the scheduling of non-emergency service, you will be responsible for additional fees, including overtime pay.

E. TRADE SERVICE FEE

- For each separate trade item, you are responsible to pay a \$65 service fee. The service fee will be due and payable to OneGuard or the Service Contractor at the time of scheduled service request. This includes when:
 - A customer cancels service request after the 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 partial or complete exclusion of coverage; or
 - OneGuard approves a customer's request for a second opinion.
- Repairs are guaranteed for 30 days. Should failure of that item occur within 30 days, another fee will not be charged.
- Failure to pay service fees could result in suspension or cancellation of this residential service contract.
- OneGuard reserves the right to obtain a second opinion at OneGuard's expense. In the event that OneGuard informs you the malfunction is not covered, you have the right to request a second opinion of the cause of the malfunction. You must ask OneGuard for a second opinion from another OneGuard Service Contractor within seven (7) days from the time OneGuard informed you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, you will not owe an additional service fee. If you request a second opinion, you 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. SENTINEL PLAN

1. AIR CONDITIONING & HEATING SYSTEM

Note: This contract covers air conditioning and heating systems with a capacity not exceeding five (5) tons per unit.

Covered: Electric central air conditioning systems, gas or electric central heating systems, heat pumps and mechanical parts thereof including: condenser*, evaporative coil, air handler and drain lines, ducted electric wall air conditioners, metering device (evaporative coil piston and thermal expansion valve), leaks in accessible refrigerant lines, evaporative coolers, baseboard heaters and radiators.

Not Covered: Window units, portable units, chiller systems and chiller components, boiler systems, solar heating, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, standard or electronic filters, electronic air cleaners, computerized HVAC management systems or zone controllers, flues and vents, transitions, roof jacks or stands, maintenance, cleaning, problems caused by dirty and/or clogged coils, condenser casings, deionizers, registers, grills, pre-coolers, non-ducted wall units, condensate pans, condensate line stoppages, supply lines and valves external to unit, pads or pad frames, automatic or manual dampers, 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, geothermal, steam or water source heating systems.

2. DUCTWORK

Covered: Breaks in ductwork from the attachment to the heating and cooling unit transition to the attachment to registers and grills.

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

Limits: \$500 maximum per contract period for access, diagnosis, repair and/or replacement of ductwork that is behind, beneath or contained in any wall, ceiling, floor or concrete encasing. Surface will be restored to rough finish only.

3. A/C & HEATING SYSTEM TUNE-UPS

Note: For the applicable service fee, 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. The contract holder is responsible for scheduling the tune-up during the Pre-Season period by calling 1-888-896-0014. If contractor finds a covered problem, an additional service fee will be due at the time the repair is made.

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

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

Limits: Tune-ups are covered for one (1) unit. You will be responsible to pay the service contractor \$30 for each additional unit.

4. PLUMBING SYSTEM & STOPPAGES

Covered: Leaks or breaks in water, gas, drain, sewer or vent lines that are located within the perimeter of the main house foundation, basket strainers, toilet bowls and tanks, wax seals, mechanisms, valves in tub and shower, diverter, angle stop and gate valve, built-in interior sump pump, circulating hot water pump and clearing of stoppages in sewer lines through accessible ground-level clean out.

Not Covered: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside of the home's main foundation; lines broken, infiltrated or stopped by roots or foreign objects even within the home's main foundation; tub or shower unit, shower/tub strainers, pan or enclosure, toilet lids/seats, sinks, faucets, showerheads, shower arms, grouting/caulking, bidets, plumbing for solar systems, septic tanks and ejector pump, pressure regulators, high or low water pressure, water softener equipment, water filters or conditioning equipment, storage or holding tanks, steam rooms or saunas, sounds caused by heating or flowing water, inadequate plumbing capacity, flow restrictions in water supply lines, icemaker water lines, fire suppression systems, sprinkler systems, stoppages that cannot be cleared with cable, access to sewer or drain lines from vent (roof top line clearing), costs to locate, access or install a ground-level clean out, hydrojetting and hose bibs.

Limits: \$1,000 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. We 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, we will restore access openings to a "rough" finish only (consequential damage is covered by homeowners insurance). Toilet bowls and tanks replaced with builder's standard unless Preferred Upgrade Coverage option is selected.

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 heater, solar panels and components, plumbing to solar water heaters, 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 and/or junction boxes.

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

7. DISHWASHER

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

Not Covered: Racks, rollers, baskets and hinges.

8. RANGE/OVEN/COOKTOP

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

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

9. BUILT-IN MICROWAVE

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

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

10. GARBAGE DISPOSAL

Covered: All parts and components included.

11. TRASH COMPACTOR

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

Not Covered: Removable buckets and lock/key assemblies.

12. CEILING & EXHAUST FANS

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

Not Covered: Attic fans, whole-house fans, light kits, electronic controls and heaters.

Limits: Ceiling fans replaced with builder's standard when necessary.

13. CENTRAL VACUUM

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

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

14. GARAGE DOOR OPENER

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

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

15. SPRINKLER SYSTEM & TIMER

Covered: Leaks and breaks of PVC lines (unless caused by freezing), sprinkler heads and bubbler heads, timers, gate valves, shut-off valves, solenoid and other remotely activated control valves.

Not Covered: Hydraulic systems, electrical wiring not U.L. rated for underground use, backflow prevention devices, pressure reducers, rain sensors, sprinkler heads with problems caused by abnormal wear and tear such as but not limited to lawn mower damage and pet damage, timer batteries, damage to lines by roots, adjustments or cleaning. Sprinkler lines behind or beneath concrete/paved surface are not covered.

Limits: Sprinkler heads and system timer is replaced with builder's standard when necessary. Covers systems with 6 valves or less. Systems with more than 6 valves require an additional fee.

16. RE-KEY SERVICE & GARAGE DOOR REMOTE RE-PROGRAM

Covered: For the applicable service fee, OneGuard will provide re-programming of two (2) garage remotes, re-key up to six (6) key holes (including deadbolts) and provide four (4) copies of the key.

Not Covered: Homelink or other car remote re-programming, re-programming of garage door openers that are higher than 12 feet from ground, exterior keypad re-programming, lock picking, lock-out service or new lock sets. The residential service contact holder will incur extra fees for these items.

17. 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 residential service contract will be "spot" treatments as defined by the Arizona Office of Pest Management. Spots treated for termites are guaranteed until expiration of this warranty. Any additional "spots" of termite infestation will require an additional service fee.

18. PEST CONTROL SERVICE

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

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

Not Covered: Treatment of infested areas outside the perimeter of the main house foundation, flying insects, ticks, fleas, German Roach infestations, rats and any pests not listed above.

Limits: Limited rodent extermination treatment does not cover a return trip for removal and/or disposal of traps or bait stations - an additional service fee is required for a return trip. Additional fees will also be required for any rodent infestation that requires more than five (5) traps or two (2) bait stations.

19. WEED KILL TREATMENT

Covered: For the applicable service fee, OneGuard will spot treat and kill any existing weeds in landscaped rock beds. While this Weed Kill Treatment will destroy existing weeds, it WILL NOT prevent weed seeds from germinating. Any treatment for new weed growth will require an additional service fee for this covered service.

Not Covered: Prevention of new weed growth, removal of dead weeds, weed control for lawns, tree and shrub seedlings, Bermuda grass, Johnson grass, Fountain grass, Nut Sedge, and Desert Broom, and pest control of landscaped areas. Pre-emergent weed control and weed prevention services require additional fees.

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.

20. YARD LANDSCAPE MAINTENANCE SERVICE

Covered: For the applicable service fee, OneGuard will mow, edge, trim shrubs, trim bottom of tree canopy up to six (6) feet, blow for grass and leaves from lawn and landscape areas.

Not Covered: This service is not intended for lawns and landscapes that have not been regularly maintained. Cleanup service for overgrown lawns or landscapes will require an additional fee. Tree trimming above six (6) feet, weed control, fertilization, and any other work not detailed above may require an additional fee at time of service.

Limits: This lawn maintenance service covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee.

21. 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, you will be charged additional fees at discounted rates.

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

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

22. WINDOW CLEANING SERVICE

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

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

23. DRYER VENT CLEANING SERVICE

Note: This service is intended for single family dwellings. This service may require an additional fee for condos in a high-rise multi-family dwelling.

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

Not Covered: Maintenance or cleaning service on dryer unit.

24. GARAGE DOOR OPENER TUNE-UP SERVICE

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

Not Covered: This service does not cover necessary repairs. An additional service fee will be charged for repairs of covered items.

Limits: This service is limited to a safety inspection and tune-up maintenance of a maximum of two (2) garage door openers. An additional fee will be charged 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 12 feet.

25. CEILING FAN & LIGHT FIXTURE INSTALLATION

Covered: For the applicable service fee, OneGuard will make one (1) visit to the property to install one (1) new ceiling fan or new light fixture, provided by the customer, to a prewired j-box on a wall or ceiling up to 12 feet high. An additional service fee will be charged for the installation of each additional ceiling fan or light fixture.

26. NO FAULT COVERAGE

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

Note: The No Fault Coverage is intended to cover unknown pre-existing conditions caused by the previous owner. For purposes of determining whether a breakdown was caused by an unknown pre-existing condition, we will accept a licensed contractor's written diagnosis or a state-certified home inspection as proof that the problem was unknown so long as the inspection was performed within 60 days of the effective date and so long as the contractor/inspector uses industry standard diagnosis guidelines. For example, HVAC industry standards suggest that a properly functioning A/C system should have a temperature differential split between 16 degrees and 22 degrees. A temperature split differential higher or lower than that standard should not be considered to be in "working condition" in the contractor's/inspector's written report. This coverage is not intended to take responsibility for normal maintenance and proper use of appliances and equipment by the contract holder. The contract holder must have all known pre-existing defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract. This coverage also does not cover undersized systems.

G. CENTURION PLAN

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

1. SECURITY ALARM COVERAGE

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

Not Covered: Batteries/battery back-up, cellular, radio or IP communicators, video cameras, video monitors, fire alarm systems and carbon monoxide sensors.

Limits: \$300 maximum per plan for diagnosis, repair or replacement of security system or components.

H. GUARDIAN PLAN

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

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

I. OPTIONAL COVERAGE

1. PREFERRED UPGRADE - \$100/year

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

2. HVAC EQUIPMENT INCOMPATIBILITY PROTECTION - \$80/year

Note: The Federal Government is mandating the phase out of R-22 refrigerant (Freon) because of its ozone-depleting properties (see phaseoutfacts.org for more details). In addition, the Federal Government has increased the minimum efficiency standard of air conditioning equipment from 13 SEER to 14 SEER. As a result of these two federal mandates, it is anticipated that air conditioning manufacturers will stop producing air conditioning systems that utilize R-22 refrigerant on January 1, 2015. In its place, manufacturers are producing air conditioning systems that utilize a non-ozone depleting refrigerant called R-410a (Puron) for residential applications. The phase-out of R-22 refrigerant and R-22 air conditioning equipment will have a significant financial impact for homeowners who have R-22 air conditioning systems. If an R-22 condenser or air handler must be replaced, it must be replaced with R-410a air conditioning equipment or components. This will cause your existing R-22 air conditioning equipment to become incompatible with any new replacement equipment unless the existing equipment is upgraded. This coverage is meant to cover those upgrade costs due to incompatibility when OneGuard replaces an R-22 condenser or air handler. The retail cost of upgrading an air handler or condenser is over \$2,500.

Covered: When OneGuard replaces an R-22 condenser or air handler, if any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards and efficiency standards (13 SEER to 14 SEER), OneGuard will upgrade the existing covered air conditioning equipment to maintain compatibility and to meet the new federal standards.

Not Covered: Plenum, transition or structural modifications.

3. KITCHEN REFRIGERATOR - \$60/year

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

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

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

Limits: Maximum for diagnosis, repair or replacement of a kitchen refrigerator is \$2,500.

4. ADDITIONAL REFRIGERATION UNITS - \$50/year per Unit

Note: Coverage is for one (1) refrigeration unit. A refrigeration unit is defined as a freestanding refrigerator, freezer, ice maker or wet bar refrigerator. Additional option fee is required for each additional refrigeration unit that you desire to be covered by this residential service contract. Unless a refrigerator is rated for garage use, we only cover refrigerators in climate controlled areas.

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

Not Covered: Dual compressor refrigeration units, any removable equipment, shelves, racks, drawers, ice/water dispenser, ice crusher, hinges, light bulbs, food spoilage, interior thermal shell, insulation, filters and filter housing.

Limits: \$1,000 maximum per covered item for diagnosis, repair or replacement of additional refrigerators, freezers or ice makers.

5. WASHER & DRYER - \$80/year per set

Note: Contract fee is for one set. Additional warranty fee is required for coverage of an additional Washer and Dryer.

Covered: All mechanical parts and components that affect the operation of a Washer and Dryer, except:

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

Note: Homes without a security system or with outdated equipment are eligible for a Free Honeywell® Security System (OAC) when you agree to monthly monitoring.

2. PREFERRED UPGRADE (see I.1 for specific details and coverage)

3. HVAC EQUIPMENT INCOMPATIBILITY COVERAGE (see I.2 for specific details and coverage)

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

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

Covered: Both the built-in pool and spa equipment are covered if they use common equipment. If they have separate pump and filtration systems, then only one or the other is covered unless additional fee is paid. Coverage applies to the primary pump, primary filter, primary pump timer, blower, gaskets, seals, back flush valves, 2 & 3-way valves, switches, relays, above ground plumbing and electrical that are associated with primary pump and filter. When Salt Water Pool Equipment coverage is selected and premium is paid, salt water cell and circuit board are also covered.

Not Covered: Any item not listed above such as but not limited to fill lines and fill valves, grids, diatomaceous earth, sand, cartridge elements, fountains and other water features (unless Addt'l Pool Pump/Water Feature coverage is selected and paid), computerized control boards and related equipment, booster pumps and water feature pumps (unless the Addt'l Pool Pump/Water Feature option is selected and paid), problems caused by lack of maintenance or abnormal wear-and-tear, liners, structural defects, lights, solar equipment, tile or plaster, inaccessible components and built-in and in-pool cleaning equipment such as but not limited to salt system chlorinators (unless the Salt Water Pool/Spa Equipment option is selected and paid), ionizers, pool sweeps, jets, pop-up heads, actuator valves (turbo valves), skimmers and above ground pools and spas.

Limits: \$1,000 maximum for diagnosis, repair or replacement of pool/spa heater.

7. ADDT'L POOL PUMP/WATER FEATURE - \$60/year/pump

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

Covered: This option provides coverage for additional booster pumps associated with pool/spa water features or in-pool cleaning systems.

8. EXTENDED MAIN LINE PLUMBING - \$75/year

Covered: Shut-off valves and normal wear-and-tear underground pipe leaks located outside the foundation of the main home, including water, drain and gas lines that service the covered structure.

Not Covered: Hose bibs, faucets, plumbing for solar systems, sprinkler systems, pool/spa plumbing, downspout or landscape drain lines, outside/underground piping for water source heat pump, consequential or secondary damage and damage caused by roots.

Limits: \$1,000 maximum per contract for the diagnosis, repair, or replacement. OneGuard will only provide access to underground plumbing lines if they are unobstructed by concrete, paved surfaces, pavers, trees, shrubs, rocks and other landscaping. OneGuard is not responsible to restore concrete/paved surfaces or landscaping as a result of accessing and closing access to underground plumbing.

9. WATER SOFTENER & REVERSE OSMOSIS FILTRATION SYSTEM - \$60/year

Covered: All mechanical parts and components of the Water Softener/Reverse Osmosis Water Filtration System (for drinking water) except:

Not Covered: Cleaning, leased/rented equipment, whole-house water conditioning and purification systems, odor control systems, iron filtration systems, salt, discharge drywells, resin bed, problems caused by sediment or mineral deposits, filters and filter components and replacement membranes.

Limits: \$500 maximum per plan for diagnosis, repair or replacement of reverse osmosis filtration systems and water softener or components.

10. SEPTIC SYSTEM - \$50/year

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

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

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

11. WELL PUMPS - \$80/year

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

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

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

12. GUEST HOUSE - \$150/year

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

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

COVERAGE LIMITS — QUICK GLANCE

	\$ LIMIT
• Glycol, Hydronic, Geothermal, Water Sourced, & Radiant HVAC Systems	\$1,500
• Ductwork	\$ 500
• Concrete Encased / Underground Plumbing Leaks	\$1,000
• Faucets and Shower-heads	\$ 250
• Security Systems	\$ 300

OPTIONAL COVERAGE LIMITS	\$ LIMIT
• Kitchen Refrigerator	\$2,500
• Additional Refrigerators, Freezers, Ice-Makers	\$1,000
• Pool/Spa Heater	\$1,000
• Water Softener & R/O Filtration System	\$ 500
• Septic System	\$ 500
• Well Pump	\$ 500

J. LIMITATIONS OF LIABILITY

This residential service contract is intended to cover the costs to repair or replace your 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 you will be responsible to pay additional costs for parts or services not covered by this contract. In those cases, we will work with you to determine the best course of action to reasonably minimize your out-of-pocket-costs.

1. General Exclusions. This contract does not cover:

- a. Known defects that existed on or before the effective date. The contract holder must have all known pre-existing breakdowns and defects correctly repaired by a service professional and deliver to OneGuard any paid invoices evidencing the repairs before the defective item can be covered by this contract.
- b. Unknown, undetectable pre-existing defects are not covered except as detailed in the NO FAULT COVERAGE section (F26).
- c. Routine maintenance of appliances and equipment. You are responsible for maintenance and cleaning of covered items as specified by the manufacturer.
- d. With the exception of coverage granted by the NO FAULT COVERAGE, failure of parts or components caused by the lack of manufacturer recommended maintenance of this contract is not covered.
- e. Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
 - (1) Misuse, abuse or improper usage;
 - (2) Lack of capacity or insufficient or undersized systems or components;
 - (3) Improper previous repairs or modifications;
 - (4) Missing parts, components or equipment;
 - (5) Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mud slides, soil movement, other acts of nature, accidents 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) Pet damage.
- f. Secondary, consequential or incidental damages resulting from the malfunction of any covered item such as but not limited to food spoilage, loss of income, utility bills, additional living expenses or the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting.
- g. Repair or remediation of cosmetic defects.
- h. Repair, replacement, installation or modification of any covered item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall or determination of defect.
- i. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.
- j. Systems or appliances classified by the manufacturer as commercial.

2. Access Limitations:

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

3. General Limitations of Liability:

- a. Except for coverage provided by the Preferred Upgrade, OneGuard is not responsible for any additional work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, to meet current building or zoning code requirements or correct for code violations.
- b. Except for coverage provided by the Preferred Upgrade, OneGuard is not responsible for fees associated with:
 - (1) Legally required permits
 - (2) Recapture of refrigerants
 - (3) Disposal of old covered equipment
- c. OneGuard is not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
- d. OneGuard is not responsible or liable for performing service or paying remediation costs, involving toxic or hazardous substances or problems caused by pathogenic organisms including but not limited to mold, mildew, fungi, spores, bacteria, virus, yeast and mycotoxins.
- e. OneGuard is not responsible for upgrades, components or parts required due to the incompatibility of the existing equipment with the replacement system, appliance, component or part thereof or new type of material or chemical utilized to run the replacement equipment including but not limited to differences in technology, refrigerant requirements or efficiency as mandated by federal, state or local governments.
- f. OneGuard is not responsible for costs of construction, carpentry or structural modifications necessary to effect repair or replacement of covered items.
- g. OneGuard is not responsible or liable for the costs of testing required by statute or regulation associated with the repair or replacement of covered items or components.
- h. This contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
- i. 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.
- j. 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.

K. RENEWALS & TRANSFER OF CONTRACT

1. This contract is renewable, subject to OneGuard approval. Renewal is effective only upon issuance of a new contract.
2. If you select the monthly payment option and OneGuard elects to renew your contract, OneGuard will notify you of applicable rate and terms of renewal during the tenth month of your contract and you will automatically be renewed for an annual coverage period unless you notify OneGuard in writing 30 days prior to the expiration of the contract. Your first payment for the next contract will be construed as authorization for another 12-month contract.
3. This contract is transferable if the covered property is sold during the term of this contract. The contract owner must notify OneGuard, in writing, of the change in ownership and submit the name of the new owner to transfer coverage.

L. CANCELLATION

1. This contract shall be cancellable by the contract holder at any time. This contract shall be non-cancellable by OneGuard, except for:
 - a. Non-payment of plan fees,
 - b. Fraud or misrepresentation of facts material to the issuance of this residential service contract,
 - c. Upon mutual agreement between you and OneGuard;
 - d. When the warranty contract is for seller's coverage and close of sale does not occur within 180 days from the effective date, or
 - e. If you harass, harm or threaten the safety or well-being of any employee of OneGuard, a OneGuard Service Provider or any property of OneGuard or of the Service Provider.
2. In the event that a Home Seller's contract expires or is cancelled after a service request has been made on the covered property, and if the contract fee has not been paid, the contract holder will be responsible for the purchase of the selected OneGuard residential service contract or reimbursement to OneGuard for (a) any service costs incurred, (b) unpaid service fees and (c) any inspection costs incurred, whichever is less. Cancellation of this contract must be in writing.
3. In the event that a Home Buyer's contract is cancelled any time after the effective date, the contract holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less (a) any unpaid service fees and (b) a \$50 administration fee. Cancellation of this contract must be in writing.
4. 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 (a) any unpaid service fees and (b) a \$50 administration fee. Cancellation of this contract must be in writing.

M. MANDATORY ARBITRATION

OneGuard and the contract holder will attempt in good faith to resolve any controversy or dispute arising out of or relating to this residential service contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the residential service 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 or by calling 1-800-778-7879. 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.

N. MISCELLANEOUS

This contract is issued pursuant to a permit granted by the Arizona Department of Insurance ("ADI"), and complaints in connection with this contract may be directed to the ADI by phone at 602-364-2499, online at www.id.state.az.us, or by mail at 2910 North 44th Street, Suite 210, Phoenix, AZ 85018.

SIGNATURE



OneGuardHW.com — 888.896.0014

Why OneGuard?



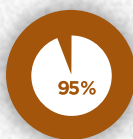
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