Guard Home Warranty
27475 Ferry Rd
Warrenville, IL 60555
800-600-5129

INSTRUCTIONS:

Remit payment to:

Guard Home Warranty
27475 Ferry Rd
Warrenville, IL 60555

If a policy is placed before or within 7 days after closing, coverage will begin on the closing date once payment is received. For policies placed more than 7 days after the closing date, coverage will begin on the date of payment. We ask that payment be received within 14 days of closing.

Guard
home warranty

REAL ESTATE CHANNEL SERVICE PLAN
DECLARATION OF COVERAGE

IMPORTANT INFORMATION. PLEASE RETAIN FOR YOUR RECORDS

Property Address:	5517 North Hawthorne Way, Raleigh, North Carolina, 27613
Service Plan Type:	VIP Package
Coverage Period:	1 Year
Service Plan Purchase Price:	$ 809.00
Service Call Fee:	$95.00
Transferable:	Y
Distributor:	GHW Group, Inc. 27475 Ferry Rd Warrenville, IL 60555
Service Plan Obligor/Provider:	Ironwood Warranty, LLC 400 Missouri Ave, Suite 120 Jeffersonville, IN 47130
Service Plan Administrator:	GHW Group, Inc. 27475 Ferry Rd Warrenville, IL 60555
Service Plan Insurer:	Hornbeam Insurance Company 471 W Main Street, Suite 302 Louisville, KY 40202 1-833-637-0114

FOR SERVICE CONTACT US AT https://guardhw.com/claims or 1-800-600-5129

YOUR COVERAGE IS SUBJECT TO THIS DECLARATION OF COVERAGE, THE ENCLOSED COVERAGE SUMMARY ANDSERVICE PLAN TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY. CERTAIN ITEMS AND EVENTS ARENOT COVERED BY THIS SERVICE PLAN. PLEASE SEE THE STANDARD EXCLUSIONS SET FORTH IN THE TERMSAND CONDITIONS.

Sample Contract

REAL ESTATE CHANNEL SERVICE PLAN
COVERAGE SUMMARY

Product Category/Covered Products	Covered under Service Plan	Product Limit of Liability Per Contract Term
Air Conditioner/Cooler	X	$2,500
Heating System	X	$2,500
Ductwork	X	$500
Water Heater	X	$750
Plumbing System/Stoppage	X	$1,000
Sump Pump	X	$750
Ceiling and Exhaust Fans	X	$500
Central Vacuums	X	$500
Doorbells	X	$250
Electrical System	X	$1,000
Garbage Disposal	X	$1,000
Instant Water Dispenser	X	$250
Refrigerator	X	$1,000
Cooktop/Range/Oven	X	$1,000
Microwave (Built-In)	X	$1,000
Trash Compactor	X	$500
Dishwasher	X	$1,000
Clothes Washer	X	$500
Clothes Dryer	X	$500
Garage Door Opener	X	$400

Add-on Coverage (if purchased with Buyer Home Coverage Service Plan)	Covered under Service Plan	Product Limit of Liability Per Contract Term
Second Heating System/Furnace	X	$2,500 (combined limit for all Heating System units)
Second Air Conditioning/Cooler	X	$2500 (combined limit for all Air Conditioner/Cooler units)

Aggregate Claim Limit of Liability	$25,000

Sample Contract

REAL ESTATE CHANNEL SERVICE PLAN
TERMS AND CONDITIONS

Please read this **Service Plan** carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this **Service Plan**. **CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS CONTRACT. PLEASE REFER TO THE EXCLUSIONS BEGINNING ON PAGE 6 OF THIS DOCUMENT.**

A. **DEFINITIONS:**

Throughout this document, "You" and "Your" refers to the Purchaser listed on the **Declaration of Coverage**. "We", "Us", "Our", and "Obligor" refers to the Obligor listed on the **Declaration of Coverage**. In addition, when in bold certain words and phrases are defined as follows:

Administrator –the entity responsible for administering this **Service Plan** as set forth on **the Declaration of Coverage**.

Aggregate Claim Limit of Liability – the total limit of liability for all Claims under this **Service Plan** during the **Coverage Period**.

Authorized Dollar Amount Limit– the dollar amount limit that we will approve for **Claim** reimbursement based upon costs sourced from an independent third party partner, for the proposed repair, which shall constitute the reasonable allowance for the fair value of the repair.

Buyer Home Coverage– the coverage placed on the **Residential Property** and purchased by or on behalf of a home buyer.

Claim/Service Request - a request for reimbursement, not to exceed the **Product Limit of Liability**, subject to the conditions and limitations set forth in Section E. or the **Aggregate Claim Limit of Liability**, as applicable, for services performed by a Service Provider in connection with the **Failure** of a **Covered Product**

Product Limit of Liability - the maximum amount of coverage for a **Covered Product** under this **Service Plan** subject to the **Aggregate Claim Limit of Liability**.

Coverage Period - the period You are covered under this **Service Plan** listed on the **Declaration of Coverage**.

Coverage Summary – the specific **Covered Products** covered under this **Service Plan** and the Claim Limit of Liability for each **Covered Product** and **Aggregate Claim Limit of Liability** for all **Covered Products.**

Covered Product/Products - the covered appliances and systems as set forth in Section C below owned by You that are located at Your **Residential Property** set forth on the Declaration of Coverage.

Distributor/Reseller – the party listed on the **Declaration of Coverage** responsible for the enrollment, billing, and sale of the **Service Plan**.

Declaration of Coverage – the summary of the **Service Plan** purchased, inclusive of **Coverage Period** and **Service Call Fee.**

Failure - a mechanical or electrical failure of the covered system, component, or appliance to perform its fundamental operation(s) in normal service as defined by the manufacturer.

Residential Property – a non-rented, single-family residence, condominium, town house, modular home or manufactured home that has been anchored to a permanent foundation under 5,000 square feet and located at the specified address listed on the **Declaration of Coverage** covered by this **Service Plan**. If You have applied and received prior approval from Guard Home Warranty's Sales Department to cover an alternative dwelling type (i.e. 5,000 square feet up to 10,000 square feet), duplexes, triplexes and fourplexes are also covered if the appropriate fee is paid and coverage is specified on Your Declaration of Coverage.

Seller Listing Home Coverage - the coverage placed on the **Residential Property** for the period of time in which the **Residential Property** is listed for sale.

Service Call Fee - the fee, as listed on the **Declaration of Coverage,** that is due by You for each Service Call that results in an approved Claim.

Service Plan - this Real Estate Channel **Service Plan**, including the **Declaration of Coverage, Coverage Summary**, any state specific provisions, and applicable Addendums (if any).

Service Plan Holder/You/Your - the person who is listed on the **Declaration of Coverage**.

Service Plan Purchase Price - the amount paid to Distributor for this **Service Plan** as listed on the **Declaration of Coverage**.
Service Provider – an insured and licensed contractor who provides repair and/or replacement services for **Covered Product(s)** who You have chosen, at Your request, to diagnose and repair or replace, as applicable, Your **Covered Product** at Your **Residential Property**.

Sample Contract

B. **COVERAGE PERIOD**

Seller Listing Home Coverage:

1. **Seller Listing Home Coverage** for the **Residential Property** listed by the home seller or the licensed listing Real Estate agent, starts on the date that a **Seller Listing Home Coverage Service Plan** is enrolled and continues until the earliest to occur of the following: (i) the sale of the **Residential Property**; (ii) the Service Plan Expiration Date shown on the **Declaration of Coverage** or cancellation of the listing of the **Residential Property**; or (iii) 180 days from the Service Plan Start Date. Guard Home Warranty, in its sole discretion, may extend **Seller Listing Home Coverage** after expiration of the initial 180-day **Coverage Period**.
2. **Seller Listing Home Coverage** is only available if the **Residential Property** is actively listed with a licensed real estate professional and the listing property is either owner-occupied or vacant at the time the initial order for coverage is enrolled. Vacant or unoccupied homes are covered during the **Coverage Period** as long as they are maintained and not abandoned.
3. **Seller Listing Home Coverage** is not available to an owner of investment and/or rental properties.
4. During the **Coverage Period**, We will reimburse You for up to $2,500 total in aggregate costs for access, diagnosis, and repair/replacement of **Covered Products** as specified in Your **Coverage Summary**.

Buyer Home Coverage: Buyer Home Coverage will begin on the closing date of the sale of the **Residential Property** if paid as part of the settlement of the closing, or on the payment date if not paid as part of the settlement of the closing but paid as permitted by the Payment Obligations Section below, and will continue for the **Coverage Period** You selected as indicated on the **Declaration of Coverage**.

Payment Obligations:

Seller or buyer may pay for the **Buyer Home Coverage** at the time of the closing of the sale of the **Residential Property** or within thirty (30) days from the closing of the sale of the **Residential Property**. You are required to pay the **Service Plan Purchase Price** in order to submit a **Service Request** ticket.

If You are filing a Claim subsequent to payment of the applicable coverage fees from escrow funds (from the closing of the property sale) but prior to **Distributor's** receipt of such fees, You may be required to provide proof of payment from escrow funds.

C. **WHAT YOUR SERVICE PLAN COVERS:**

This **Service Plan** provides for the reimbursement of the costs of covered parts and labor due to a **Failure** of the **Covered Products** as defined on Your **Coverage Summary**. The reimbursement amount will cover the amount authorized by Us, up to the limits as specified on Your **Coverage Summary** based on what We would ordinarily expect to pay, which will be calculated using costs sourced from an independent third-party partner for the proposed repair, which shall constitute the reasonable allowance for the fair value of the repair (the **Authorized Dollar Amount Limit**). **Please note that in some circumstances where We have authorized Your Service Provider, You may be required to pay a remaining balance due to Your Service Provider for each repair/replacement, which will not exceed $500 above the Authorized Dollar Amount Limit for any one claim, except if the total cost exceeds the Product Limit of Liability. Any costs exceeding the Product Limit of Liability on any one claim, or the Aggregate Limit of Liability during the Coverage Period, will be solely the Customer's responsibility and are not covered under this Plan**.

The appliances or system must be:

1) Located within the confines of the main foundation of the **Residential Property** or garage (with the exception of the exterior pool/spa, well pump, septic tank pumping, exterior sewer/septic line, heating system and air conditioner);
2) In good working order on the **Service Plan Start Date**;
3) Properly maintained and properly installed throughout the **Coverage Period**; and
4) Domestic grade (meaning those items manufactured and marketed solely for use in a **Residential Property**). This **Service Plan** does not cover costs for maintenance.

This **Service Plan** applies to **Covered Products** identified on Your **Coverage Summary** within one single-family residence, condominium, town house, modular home or manufactured home that has been anchored to a permanent foundation and not moved during the **Coverage Period** under 5,000 square feet, unless You have applied and received prior approval from Guard Home Warranty's Sales Department to cover an alternative dwelling type (i.e. 5,000 square feet up to 10,000 square feet) (the **Residential Property**). Duplexes, triplexes and fourplexes are also covered if the appropriate fee is paid and coverage is specified on Your Declaration of Coverage. Coverage is for owned **Residential Property**, not rented as short-term rental (such as Airbnb or VRBO) or commercial property or premises used for business purposes.

We are not responsible for the cost of construction or carpentry made necessary by different dimensions. If authorized for a replacement, **this Plan does not match brand, color, dimensions, or special configurations.**
Refer to the **Declaration of Coverage** for the exact amount of Your **Service Call Fee** per Claim. In the event You have multiple **Covered Products** of the same type (falling within the same sections as set forth below), unless specified otherwise under a

Sample Contract

Covered Product or optional coverage is purchased, We will only cover the first **Covered Product** of each type reported by You, unless optional coverage is purchased.

Coverage is subject to an Aggregate Claim Limit of Liability as provided on Your Coverage Summary. Total claims paid will not exceed the Aggregate Claim Limit of Liability.

1. **Air Conditioning/Cooler:** Electric central air conditioning, electric wall air conditioning up to 5 (five) ton capacity and designed for residential use. In instances where multiple Air Conditioning/Cooler units exist, and additional optional coverage is not purchased, coverage extends to the primary Air Conditioning/Cooler unit. For the purposes of this Service Plan, the primary Air Conditioning/Cooler unit is defined as the unit predominantly responsible for cooling the primary living area and kitchen of the Residential Property. For units below the minimum efficiency rating currently mandated by applicable federal, state, or local law, and when We are unable to facilitate repair/replacement of failed covered equipment at the current efficiency rating, the repair/replacement of all **Covered Products** and/or their components and parts will be performed with equipment that meets that minimum efficiency rating **NOTE: We will pay up to $250 per Coverage Period for refrigerant. Customer is responsible for payment of any costs in excess of $250.**
   NOT COVERED: Gas air conditioning systems –Condenser casings – Registers and Grills – Filters – Electronic air cleaners – Window units –Water towers – Humidifiers – Improperly sized, improperly installed and improperly repaired units/systems – Chillers – All exterior condensing, cooling and pump pads – Roof mounts, jacks, stands or supports – Evaporator coil pan – Commercial grade equipment – Cost for crane rentals – Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices – Refrigerant conversion – Leak detections – Water leaks – Drain line stoppages – Maintenance – Noise. We are not responsible for the costs associated with matching dimensions, brand or color. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment. Upgrades or modifications encompass, but are not limited to, costs associated with plenums and refrigerant line sets, electrical, gas, and ductwork. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, We do not cover any upgrades, components or parts for existing equipment required to maintain compatibility with the covered replacement system manufactured to have minimum efficiency as currently mandated by federal, state or local governments. Failures identified when a covered system is used for the first time within the Coverage Period.
2. **Heating System**: Main source of heat to home (Gas or Electric or Oil) up to 5 (five) ton capacity and designed for residential use. In instances where multiple Heating System units exist, and additional optional coverage is not purchased, coverage extends only to the primary heating unit. For the purposes of this Service Plan, the primary heating unit is defined as the unit predominantly responsible for heating the primary living area and kitchen of the Residential Property. **COVERED**: All components and parts necessary for the operation of the heating system. For units below the minimum efficiency rating currently mandated by applicable federal, state, or local law and when We are unable to facilitate repair/replacement of failed covered equipment at the current efficiency rating, the repair/replacement of all **Covered Products** and/or their components and parts will be performed with equipment that meets that minimum efficiency rating . **NOTE: We will pay up to** $1,500**. per Coverage Period for diagnosis and repair or replacement of any geothermal and/or water source heat pumps, glycol, hot water, or steam circulating heating systems. Customer is responsible for payment of any costs in excess of** $1,500**.** **NOT COVERED**: **Outside or underground piping – Redrilling of wells for geothermal and/or water source heat pumps – Well pump and well pump components for geothermal and/or water source heat pumps. Access – Radiators and their associated valves – Baseboard casings – Radiant heating – Dampers – Fuel storage tanks – Portable units – Solar heating systems – Fireplaces and key valves – Filters – Line dryers and filters – Oil filters, nozzles, or strainers – Registers – Backflow preventers – Primary or secondary drain pans – Grills -Clocks – Timers – Add-ons for zoned systems – Heat lamps – Humidifiers – Flues and vents – Improperly sized heating systems – Mismatched systems – Chimneys – Pellet stoves – Cable heat (in ceiling) – Wood stoves (even if only source of heating) – Calcium build-up – Maintenance - Noise. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, We do not cover any upgrades, components or parts for existing equipment required to maintain compatibility with the covered replacement system manufactured to have minimum efficiency as currently mandated by federal, state or local governments. Failures identified when a covered system is used for the first time within the Coverage Period.**
3. **Ductwork**: Duct from heating unit to point of attachment at registers or grills, except: **NOT COVERED**: **Collapsed ductwork - Registers and grills – Insulation – Asbestos-insulated ductwork – Vents, flues and breaching – Ductwork exposed to outside elements – Improperly sized ductwork – Separation due to settlement and/or lack of support – Damper motors – Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will cover access to ductwork through unobstructed walls, ceilings or floors, only, and will cover the access opening being brought to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than the Claim Limit of Liability indicated per Coverage Period for access, diagnosis and repair or replacement. The Service Provider should close the access opening and return to a rough finish condition, subject to the Authorized Dollar Amount Limit indicated. We shall not be responsible for payment of the cost to**

Sample Contract

remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

4. **Water Heater:** (Gas and/or Electric) **COVERED**: All components and parts, including circulating pumps, except: **NOT COVERED: Access – Insulation blankets – Sediment and calcium build-up ––Secondary or additional holding or storage tanks – Vents and flues – Thermal expansion tanks – Low boy and/or Squat water heaters – Solar water heaters – Solar components – Fuel, holding or storage tanks – Noise – Energy management systems – Units exceeding 75 gallons – Drain pans and drain lines. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, commercial grade equipment and tankless water heaters are excluded.**
5. **Range/Oven/Cooktop**: **COVERED**: All components and parts, except: **NOT COVERED: Clocks (unless they affect the cooking function of the unit) – Meat probe assemblies – Rotisseries – Racks – Handles – Knobs – Doors – Hinges – Lighting and handles – Glass.**
6. **Built-In Microwave**: **COVERED**: All components and parts, except: **NOT COVERED**: **Doors – Hinges – Handles – Door glass – Lights – Interior linings – Trays – Clocks – Shelves – Electrical, venting and cabinetry modifications – Portable or counter top units – Arcing – Meat probe assemblies – Rotisseries.**
7. **Kitchen Refrigerator**: Note: Must be located in kitchen. **COVERED**: All components and parts, including integral freezer unit, except: **NOT COVERE**D: **Racks – Shelves – Drawers – Lighting and handles – Refrigerant – Line restrictions – Leaks of any kind – Interior thermal shells – Freezers which are not an integral part of the refrigerator – Wine coolers or mini refrigerators – Food spoilage – Doors – Hinges – Glass – Audio/Visual equipment and internet connection components. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, Ice makers, ice crushers, beverage dispensers and their respective equipment, water lines and valve to ice makers are excluded.**
8. **Dishwasher**: **COVERED**: All components and parts, except: **NOT COVERED: Racks – Baskets – Rollers – Hinges – Handles – Doors – Damage caused by broken glass – Cleaning.**
9. **Ceiling and Exhaust Fans**: **COVERED**: Motors – Switches – Controls – Bearings, except: **NOT COVERED**: **Fans – Blades – Belts – Shutters – Filters – Whole house fan – Lighting. Note: Builder's standard is used when replacement is necessary.**
10. **Interior Electrical System**: **COVERED**: All components and parts, including built-in bathroom exhaust fans, except: **NOT COVERED**: **Fixtures – Carbon monoxide alarms, smoke detectors, detectors or related systems – Intercoms and doorbell systems associated with intercoms – Inadequate wiring capacity – Solar power systems and panels – Solar Components – Energy Management Systems – Direct current (D.C.) wiring or components – Attic exhaust fans – Whole house fan – Commercial grade equipment – Auxiliary or subpanels – Broken and/or severed wires – Rerunning of new wiring for broken wires – Wire tracing – Wire mapping – Garage door openers – Central vacuum systems – Damages due to power failure or surge – Circuit Overload. We will pay no more than the Claim Limit of Liability indicated per Coverage Period for access, diagnosis and repair and/or replacement.**
11. **Plumbing System/Stoppage: COVERED:** Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots – Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals – Valves for shower, tub, and diverter angle stops, rinses and gate valves – Permanently installed interior sump pumps – Built-in bathtub whirlpool motor and pump assemblies – Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except: **NOT COVERED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) – Access to drain or sewer lines from vent or removal of water closets – Cost to locate, access or install ground level clean out – Foreign objects – Slab leaks– Galvanized drain lines – Hose Bibs – Drum traps – Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots – Faucets, fixtures, cartridges, shower heads & shower arms – Baskets and strainers – Popup assemblies – Bathtubs and showers – Cracked porcelain – Glass – Shower enclosures and base pans – Roman tubs – Bath tub drain mechanisms – Sinks – Toilet lids and seats – Cabling or grouting – Whirlpool jets – Whirlpool control panel – Septic tanks – Sewage ejector pumps – Water softeners – Pressure regulators – Inadequate or excessive water pressure – Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits – Holding or storage tanks – Saunas and/or steam rooms. NOTE: We will cover access to plumbing systems through unobstructed walls, ceilings or floors, only, and will cover the access opening being brought to rough finish condition. We will pay no more than the Claim Limit of Liability indicated per Coverage Period for access, diagnosis and repair and/or replacement. We will cover the closing of the access opening to return it to rough finish condition, subject to the Authorized Dollar Amount Limit indicated. We shall not be responsible for payment of the cost to remove and replace any builtin appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.**
12. **Garbage Disposal: COVERED:** All components and parts, including entire unit, except: **NOT COVERED: Problems and/or jams caused by bones, glass, or foreign objects other than food.**
13. **Clothes Dryer: COVERED:** All components and parts, except: **NOT COVERED: Noise – Venting – Lint screens – Knobs and dials – Doors – Hinges – Glass – Leveling and balancing – Damage to clothing.**
14. **Clothes Washer: COVERED:** All components and parts, except: **NOT COVERED: Noise – Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Hinges – Glass – Leveling and balancing – Damage to clothing.**
15. **Garage Door Opener: COVERED:** All components and parts, except: **NOT COVERED: Garage doors – Hinges – Springs – Sensors – Lighting – Chains – Travelers – Tracks – Rollers – Remote receiving and/or transmitting devices.**

Sample Contract

16. **Trash Compactor (Built-In): COVERED:** All components and parts, except: **NOT COVERED: Lock and key assemblies – Removable buckets – Portable trash compactor.**
17. **Central Vacuum: COVERED:** All mechanical system components and parts, except: **NOT COVERED: Ductwork – Hoses – Blockages – Accessories.**
18. **Doorbells: COVERED:** All components and parts, except: **NOT COVERED**: **Doorbells associated with Intercom Systems – Battery operated doorbells – Monitored and/or smart doorbells.**
19. **Instant Hot/Cold Water Dispenser: COVERED:** All components and parts.
20. **Sump Pump: COVERED:** Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except: **NOT COVERED**: **Sewage ejector pumps – Portable pumps – Backflow preventers – Check valves – Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, piping modifications for new installs are excluded.**

OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage only within 30 days of the Service Plan Start Date or within 30 days of first payment, whichever is later. Such Coverage shall expire upon expiration of Coverage period.

1. **Pool and/or Spa Equipment:** COVERED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid for an Additional Inground Spa. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater – Pump – Motor – Filter – Filter timer – Gaskets – Blower – Timer – Valves, limited to back flush, actuator, check, and 2 and 3way valves – Relays and switches – Pool sweep motor and pump – Above ground plumbing pipes and wiring, except: **NOT COVERED: Portable or above ground pools/spas – Control panels and electronic boards – Lights – Liners – Maintenance – Structural defects – Solar equipment – Jets – Ornamental fountains, waterfalls and their pumping systems – Pool cover and related equipment – Fill line and fill valve – Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads – Turbo valves, skimmers, chlorinators, and ionizers – Fuel storage tanks – Disposable filtration mediums – Cracked or corroded casings – Grids – Cartridges – Heat pump – Salt water systems.**
2. **Salt Water Pool Equipment**: COVERED: circuit board and salt cell of salt water pool is included. **NOT COVERED: All components listed as NOT COVERED under the Pool and/or Spa Equipment - Salt.**
3. **Septic Tank Pumping**: COVERED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the **Coverage Period**. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch. **NOT COVERED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups – Disposal of waste – Chemical treatments – Tanks – Leach lines – Cess pools – Mechanical pumps/systems.**
4. **Well Pump**: COVERED: All components and parts of well pump utilized for main dwelling only, except: **NOT COVERED: Holding or storage tanks – Digging – Locating pump – Pump retrieval – Redrilling of wells – Well casings – Pressure tanks – Pressure switches and gauges – Check valve – Relief valve – Drop pipe – Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump – Booster pumps – Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than the Claim Limit of Liability per Coverage Period for access, diagnosis and repair and/or replacement.**
5. **Stand Alone Freezer**: COVERED: All parts and components that affect the operation of the unit, except: **NOT COVERED: Ice-makers, crushers, dispensers and related equipment – Internal shell – Racks – Shelves – Glass displays – Lights – Knobs and caps – Dials – Doors – Door hinges – Door handles – Glass – Condensation pans – Clogged drains and clogged lines – Grates – Food spoilage – Refrigerant – Disposal and recapture of Refrigerant.**
6. **Second Refrigerator**: Covered: All components and parts, including integral freezer unit, except: **NOT COVERED: Racks – Shelves – Drawers – Lighting and handles – Refrigerant – Line restrictions – Leaks of any kind – Interior thermal shells – Freezers which are not an integral part of the refrigerator – Food spoilage – Doors – Hinges – Glass – Audio/Visual equipment and internet connection components. Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, ice makers, ice crushers, beverage dispensers and their respective equipment, water lines and valve to ice makers are excluded.**
7. **Water Softener**: COVERED: Domestic Water Softener, brine tank and connecting water lines. **NOT COVERED: Insufficient or excessive water pressure – Color or purity of water – Filters – Resin beds – Salt replacement– Rust or corrosion – Normal maintenance – Purification systems – All rented/leased water softeners.**
8. **Washer/Dryer Combo**: COVERED: All components and parts, except: **NOT COVERED: Noise – Venting – Lint screens – Knobs and dials – Doors – Hinges – Glass – Leveling and balancing – Plastic mini-tubs – Soap dispensers – Filter screens – Damage to clothing.**
9. **Exterior Sewer/Septic Line**: COVERED: Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the sewer or septic service line You own from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property at the foundation, so long as the external sewer or septic line is in proper working order on the Service Plan Start Date. The sewer line must have an adequate, properly

sample contract

sized, clean out access point at least every 100 feet; no clean out will be installed by Us. Our obligation is limited to the cost of authorized reimbursement for any covered Outside Sewer Line. This Agreement also provides coverage if a public sidewalk, public driveway, or public road is to be cut, excavated and repaired. This Agreement also provides reimbursement for landscape restoration for raking and seeding. Our aggregate limit for this item is the Claim Limit of Liability for the Coverage Period of this Agreement (this limit includes the cost of any permits required to perform services under this Contract) except: **NOT COVERED: Exclusions include, but are not limited to; Common branch waste lines – Any damage to the inside of Your home, including personal property, due to the backup of Your Outside Sewer Line – Movement of any working or nonleaking sewer lines– Updating non-blocked Outside Sewer Lines to comply with code, law or ordinance requirements or changes thereto – Repairs or service to Outside Sewer Lines due to conditions that are not adversely affecting the flow of water, including, but not limited to, slight separations in pipe joints – Removal of debris or obstacles needed to access and clear or repair a Blockage of Your Outside Sewer Line – Service to any Outside Sewer Line not connected to a public sewer system or the Customer's septic tank, including leach fields – Floor drain – Any Outside Sewer Line not owned by the Customer or damage related to the backup of sewers and drains caused by sewer main lines – Clogged or Blocked lift stations, pumps or any other mechanical devices connected to Your Outside Sewer Line – Any storm-water line connected to the Outside Sewer Line or the sewer main line – Removal of obstacles necessary to access the Outside Sewer Line – Damage to the Outside Sewer Line that is caused, directly or indirectly, by the Customer, a third party, or a natural disaster – Service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes – Outside Sewer Line shear offs at the foundation – Replacing trees or shrubs or repairing private paved, asphalt and/or concrete surfaces or structures – Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, any system upgrades including but not limited to the following are excluded: municipal code changes, installing clean out, pipe linings, fixing a belly/sag in line, expansion tanks and backflow devices.**

10. **Roof Leak Repair**: COVERED: Roof Leaks. If replacement of the existing roof, in whole or in part, is necessary, Our responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible, except: **NOT COVERED: Cracked or missing tiles, shakes, or shingles – missing or broken materials – Roofs over detached structures – roof mounted installations – metal roofs – foam roofs – partial or full green roofs (ecoroofs) - improper construction or repair – structural leaks or leaks at, adjacent to, or caused by, appendages of any kind including gutters, drains, downspouts, scuppers, flashing, patio covers, skylights, decks, porches, solar equipment, vents, heating or cooling equipment, antennae, balconies, or chimneys – defects in balcony or deck serving as a roof – routine periodic maintenance – Secondary or consequential water damage – damage caused by persons walking or standing on roof – failure due to lack of normal or preventative maintenance.**
11. **Guard Plus Optional Coverage**:
    - **a.** Code violations, Modifications to unit, Disposal of old unit and permits: COVERED: Code violations, Modifications to unit, Disposal of old unit and permits. Coverage only applies when associated with an approved **Covered Product Failure**. LIMIT: The maximum aggregate liability, regardless of the number of claims is $250. Amount will go towards the maximum aggregate limit for the **Covered Product's** repair or replacement.
    - **b.** Compatibility and matching compatible SEER ratio for Air Conditioning and Heat Pump: COVERED: Any upgrades, components or parts for existing air conditioner or heat pump equipment required to maintain compatibility with the covered HVAC replacement system manufactured to have minimum efficiency as currently mandated by federal, state or local governments, up to the applicable Claim Limit of Liability listed on Your Coverage Summary. When equipment has failed and a replacement is required, the replacement unit will meet federally mandated SEER requirements, including covering costs associated with the replacement of any covered component that is necessary to maintain compatibility with the replacement equipment such as the air handler or evaporator coil.
    - **c.** Additional Air Conditioning/Cooler and Heating System Units: COVERED: Coverage in sections C.1 and C.2 extends to multiple Air Conditioning and Heating System Units in the house/property. **NOT COVERED: Any item mentioned as excluded under Sections C.1 and C.2, with the exception of Failures identified when a covered system is used for the first time within the Coverage Period.**
    - **d.** Primary Air Conditioning/Cooler and Heating System Units: COVERED: Failures identified when a covered system is used for the first time within the Coverage Period. **NOT COVERED: Any item mentioned as excluded under Sections C.1 and C.2, with the exception of Failures identified when a covered system is used for the first time within the Coverage Period.**
    - **e.** Water Heater Additional Coverage: COVERED: Tankless and commercial water heaters up to 75 gallons. **NOT COVERED: Any item mentioned as excluded under Section C.4**.
    - **f.** Ice Maker and Beverage Dispenser: LIMIT: The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of units is $250. Amount will go towards the maximum aggregate limit for the covered refrigerator. COVERED: Ice makers, ice crushers, beverage dispensers and their respective equipment, water lines and valve to ice maker. Coverage included only when equipment, parts and components are built into a covered refrigerator. **NOT COVERED: Any item mentioned as excluded under Kitchen Refrigerator and Second Refrigerator.**

D. **THE FOLLOWING ARE CONSIDERED STANDARD EXCLUSIONS:**

1. **Any failure that affects the proper operation of a Covered Product caused by any of the following:**

Sample Contract

a. **Negligence, misuse, improper service, accidental damage, abuse or use not intended by the express terms of the manufacturer's user manual and/or manufacturer's warranty.**
b. **Freezing, fire, wind, flood, lightning, ice, hail, snow, explosion, chemical, mold, mud, earthquake, soil movement, storm, pet damage, pest infestation or damage, vandalism, accident, inadequate fuel supply, or any other conditions that are not normal wear and tear.**
c. **Lack of capacity, adequacy, efficiency, design or improper installation of any system, component, or appliance.**
d. **Lack of routine maintenance and cleaning of covered items as specified by the manufacturer.**
e. **Missing parts, improper parts or refrigerants, or improperly installed parts or refrigerants, structural changes, or improper electrical power or electrical failure.**

2. **Negligence or other conduct of the licensed service contractor, nor are We an insurer of the performance of any licensed service contractor.**
3. **We reserve the right to deny any claim when the proper documentation we have requested in order to process and verify Your Claim is not provided by You within a timely manner.**
4. **This Service Plan does not cover known pre-existing conditions, defects or deficiencies.**
5. **The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.**
6. **Issues with Covered Products discovered at time of inspection are not covered by this plan.**
7. **Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.**
8. **Any appliance or system deemed or classified by the manufacturer as commercial, unless otherwise specified in this Service Plan.**
9. **Upgrades, components, parts, equipment, costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance, component/part or with new type of chemical or material 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, except in the case that the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage and an upgrade is required to maintain compatibility with equipment manufactured to meet the minimum efficiency rating currently mandated by applicable federal, state, or local law..**
10. **The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like.**
11. **Except in the case that the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, we are not liable for any additional fee charged by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.**
12. **We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment by the licensed service contractor.**
13. **The repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.**
14. **Consequential, incidental, secondary, indirect, or punitive damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control. You expressly waive the right to all such damages. Your sole remedy under this Service Plan is recovery of the cost of the required repair or replacement, whichever is less.**
15. **The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.**
16. **Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.**
17. **Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This Service Plan does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items or other replaceable or consumable items, such as filters.**
18. **Reimbursement for any system, appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.**
19. **Failures due to chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing,**

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electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

20. **Any service or repair associated with hazardous material treatment, removal, or disposal.**
21. **Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.**
22. **The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.**
23. **Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.**
24. **Services/Costs required to meet current building and zoning code requirements or to correct for code violations (Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage); services when permits cannot be obtained. We are not responsible for the costs to obtain permits (Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage).**
25. **Damage or failure caused by animals or insects, including infestation and human or animal bodily fluids.**
26. **Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**

E. **SERVICE REQUEST TICKETS - TO REQUEST SERVICE:**

1. Notice of any **Failure** must be reported to Us immediately upon discovery and must have occurred during the **Coverage Period**. We will accept **Service Request** tickets 24 hours a day, 7 days a week, 365 days a year. To put in a **Service Request** ticket, You must go to https://guardhw.com/claims . If unable to request service online, call 1-800-600-5129 to submit a new **Service Request** ticket. Upon the submission of a **Service Request** ticket, You will receive the ticket number for the **Service Request**. You may be required to provide copies of routine maintenance prior to **Claim** authorization.
2. You may contact a **Service Provider** of your choice to diagnose the issue. The **Service Provider** must be licensed and insured.
3. Upon the **Service Provider** arriving at Your Residential Property and diagnosing the issue, You or they must call Us at 1-800-600-5129 prior to the **Service Provider** performing any repairs so that We can determine if the recommended repair or replacement is covered under the **Service Plan** and to authorize Your **Service Provider** to perform the repair or replacement. For Us to authorize any repair, the following must be provided: a detailed estimate, including a diagnosis and itemized repair costs including parts and labor. If We deem the estimate from Your **Service Provider** is in excess of what We would ordinarily expect to pay, which will be provided to You as the **Authorized Dollar Amount Limit** for the repair, We will not authorize the repair or replacement, unless You choose to move forward with the repair and agree that You are responsible for all excess costs beyond the **Authorized Dollar Amount**. We will not reimburse for services performed without prior approval by Us. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite authorization of emergency service.
4. If the appliance or system needing repair is covered by the **Service Plan**, and We have authorized Your **Service Provider**, We will approve the repair/replacement including costs for parts and labor. The covered amount We offer You as the **Authorized Dollar Amount Limit** for coverage related to the **Service Request** will be based on what We would ordinarily expect to pay for the same **Covered Product** or part and labor to repair such **Covered Product**, which may be less than the amount you paid, based upon costs sourced from an independent third party partner, for the proposed repair, which shall constitute the reasonable allowance for the fair value of the repair. Additionally, We will record the **Authorized Dollar Amount Limit** on the **Service Request** ticket, which will be visible to You. **Please note that in some circumstances, You may be required to pay Your Service Provider for the remaining balance due for each repair/replacement, which will not exceed $500 above the Authorized Dollar Amount Limit for any one claim, except if the total cost exceeds the Claim Limit of Liability. Any costs exceeding the Claim Limit of Liability on any one claim, or the Aggregate Limit of Liability during the Coverage Period, will be solely the Customer's responsibility and are not covered under this Plan**.
5. When the proposed repairs have been completed and the **Service Provider** has provided You with an invoice of itemized costs associated with the repair, You will update the **Service Request** ticket. You will need to attach an image of the invoice with the itemized costs on the reply message of the **Service Request** ticket as proof that the work has been completed.
6. Upon Us receiving the invoice in the **Service Request** ticket, We will process the payment to reimburse You for the costs associated with the repair/replacement that was authorized, up to the **Authorized Dollar Amount Limit** provided by Us for the repair. For every approved claim, You will be responsible for a **Service Call Fee** as specified on Your **Declaration of Coverage** for processing and handling the **Service Request** ticket. The **Service Call Fee** will be deducted from the **Authorized Dollar Amount Limit** when We process the payment for authorized repairs that have been completed. If the **Service Provider** requires payment while on the jobsite, then You will need to submit the receipt of payment for reimbursement. We will only reimburse for services performed with prior approval by Us, up to the **Authorized Dollar Amount Limit** provided by Us for the repair.
7. If no covered **Failures** are discovered or repaired during a service call, You are responsible for the entire cost to the **Service Provider**.
8. If Your **Product** is not repairable, We, at our sole discretion, will authorize a payment equal to a comparable replacement **Product**. When issuing a payment for the cost of a replacement product, We are responsible for replacement equipment

Sample Contract

of similar features, capacity, and efficiency, but not for matching dimensions, special configurations (i.e. short vs tall water heaters; small space configurations, etc.) brand, or color. We are not responsible for like-for-like replacement of a **Covered Product** if the **Covered Product** contains any features that do not contribute to the product's primary function including, without limitation, TV's or Radios in Refrigerators. We will use the following considerations when sourcing a replacement product;

a. Appliances:
    i. Refrigeration/freezer: Cubic foot capacity; Door Dispenser, and Style (side by side, French door, etc.)
    ii. Laundry: Gas/Electric; Front or top load; Capacity
    iii. Cooking: Gas/Electric; number of burners
b. Water Heater: Gas/Electric; gallons
c. HVAC: Seer and Tonnage; System type (i.e. Heat Pump, split system, etc.)
d. Plumbing Fixtures: equivalent current grade

In situations where the **Covered Product** is a system, such as heating and cooling, the failed component of that system is the only eligible **Covered Product** considered for replacement or payment, unless Guard Plus coverage is purchased at an additional charge. The payment shall not exceed the **Product Limit of Lability** listed on Your **Declaration of Coverage**, nor the original purchase price of the **Product**, as determined by a receipt or our records. The amount listed on the **Declaration of Coverage** for the **Covered Product** is not the amount You are automatically entitled to receive. The coverage for the **Claim** will be based on the cost We would ordinarily expect to pay for a comparable product.

F. **LIMIT OF LIABILITY AND CONDITIONS:**

1. **Our maximum obligation under this Service Plan will not exceed the Aggregate Claim Limit of Liability as listed on Your Declaration of Coverage during the Coverage Period.**
2. **Our obligation to reimburse for any repair or replacement of a Covered Product will not exceed the Product Limit of Liability as listed on Your Declaration of Coverage during the Coverage Period. We will not pay more than the original purchase price for any Covered Product. Please note that in some circumstances, where We have authorized Your Service Provider. You may be required to pay Your Service Provider for the remaining balance due for each repair/replacement, which will not exceed $500 above the Authorized Dollar Amount Limit for any one claim, except if the total cost exceeds the Claim Limit of Liability. Any costs exceeding the Claim Limit of Liability on any one claim, or the Aggregate Limit of Liability during the Coverage Period, will be solely the Customer's responsibility and are not covered under this Plan.**
3. All equipment covered by this **Service Plan** must be in good working condition as of the **Service Plan Start Date** and be reasonably clean and accessible at the time of service. **This Service Plan does not cover known pre-existing conditions, defects or deficiencies.**
4. We are not a **Service Provider** and are not ourselves undertaking to repair or replace any such systems or components.
5. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this **Service Plan**, this **Service Plan** will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for labor or parts covered under a manufacturer's warranty.
6. **This Service Plan does not cover the cost of closing walls, floors, or ceilings except as stated as Covered under Ductwork and Plumbing System/Stoppage.**
7. If service is required, You agree to make the product reasonably accessible to the **Service Provider**. If the item is not accessible, the **Service Provider** will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.
8. **<u>LAWS, CODES and REGULATIONS</u>: Unless the Guard Plus Add-On is purchased and subject to the limitations specified under Section C.11 Guard Plus Optional Coverage, this Service Plan does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.**
9. **Multiple Unit and Investment Properties:**
    a. If this Service Plan is for a duplex, triplex, or fourplex dwelling and Coverage is indicated on Your **Declaration of Coverage**, then all units within the dwelling must be covered by one **Service Plan** for coverage to apply to shared systems and appliances.
    b. If this **Service Plan** is for a multi-unit dwelling other than those specified in Section F.9.a, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.
    c. Except as otherwise provided in this Section, shared systems and appliances are not covered.

G. **CANCELLATION / REFUND:**

1. As the purchaser of this **Service Plan**, You may cancel the **Service Plan** only by contacting the **Distributor** listed on Your **Declaration of Coverage**.
2. If the **Service Plan** is canceled within the first 30 days following the **Service Plan Purchase Date**:
    a. if We have not provided any reimbursement, the customer will receive a full refund of all **Service Plan Purchase**

Sample Contract

Price paid;
   b. if We have provided reimbursement, the customer will receive a full refund of the **Service Plan Purchase Price** paid, less the reimbursement costs incurred by Us;
3. If the **Service Plan** is canceled after the first 30 days following the Service Plan Purchase Date:
   a. if Your **Service Plan Purchase Price** is paid in full and We have not provided any reimbursements, the customer will receive a pro rata refund of the **Service Plan Purchase Price**s paid for the unexpired **Coverage Period**;
   b. if We have provided reimbursement, the customer will receive a prorata refund of the **Service Plan Purchase Price** paid, less the reimbursement costs incurred by Us;
4. **We reserve the right to cancel this Service Plan for nonpayment of the Service Plan Purchase Price, or other breach of this Service Plan by You, fraud or misrepresentation by You or Your representative of facts material to Our issuance of this Service Plan, or a change in laws or regulations that has a material effect on Our business or Our ability to fulfill Our obligations under this Service Plan.** Notice of cancellation will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this **Service Plan**, You will receive a pro-rata refund based upon the same criteria as above. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all reimbursements provided to You, less any payments made, and no refund of any kind will be issued.
5. If You cancel this **Service Plan** during a time in which there are unpaid **Service Plan Purchase Price** charges due from You, regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any.
   ONCE THIS SERVICE PLAN IS CANCELLED, YOU WILL BE SUBJECT TO A THIRTY (30) DAY WAITING PERIOD IF YOU WISH TO PURCHASE ANOTHER SERVICE PLAN.

H. **RENEWAL:**

At the end of the initial **Coverage Period**, and any subsequent **Coverage Period**, We may offer you continuing coverage under our then current terms and conditions and **Service Plan Purchase Price**. If We elect to offer You continuing coverage, We will notify You of the **Service Plan Purchase Price** and terms and conditions of the continuing coverage at least thirty (30) days prior to the end of the current **Coverage Period**. Each **Coverage Period** will be treated as a separate Agreement term, and you will be provided new **Declaration of Coverage, Coverage Summary,** and **Terms and Condition** reflecting the new term and any contract changes. If We offer You continuing coverage and You do not notify us of Your choice to cancel coverage before the end of the current **Coverage Period**, Your **Service Plan** will continue for the additional **Coverage Period** and the **Service Plan Purchase Price** will be due. You agree that any provisions required by law to be continued herein for renewal purposes are deemed incorporated herein for renewal purposes. If the renewal requirements have not been met, this **Service Plan** will end at the end of the then current **Coverage Period,** and We will have no further obligations to You.

I. **TRANSFER:**

Seller Listing Home Coverage Service Plans are **not** transferrable.

The **Buyers Coverage Service Plan** is transferable to a new owner of the existing address at no charge. This **Service Plan** is non-transferable to a new address and is only valid for the original **Residential Property**.

J. **INSURANCE:**

This **Service Plan** is not a contract of insurance. The obligations of the Obligor are secured by an insurance policy issued by Hornbeam Insurance Company located at 471 W Main Street, Suite 302, Louisville, KY 40202, telephone number (833) 6370114. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of your Service Plan when sending correspondence to the Insurer.

K. **STATE AMENDMENTS:**

In Alabama, Georgia, Hawaii, Iowa, Maryland, New Jersey, Nevada, South Carolina, Texas, and **Wyoming:** A 10% penalty per month will be added to a refund that is not paid or credited to You within 45 days (30 days for **Alabama**) after the cancellation of this Plan. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Arizona:

Sample Contract

- Cancellation/Refund section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. At a minimum, You will receive a pro-rata refund of the Service Plan Purchase Price after deducting for claims paid and administrative expenses associated with the cancellation. The administrative expenses will not exceed $75 or ten percent (10%) of the Service Plan Purchase Price, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to You. The notice of cancellation will include the reason and the effective date of cancellation.
- Cancellation/Refund section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan price, minus any paid claims.
- Standard Exclusions section, is amended to include: Lack of capacity, adequacy, efficiency, design or improper installation of any system, component or appliance as determined by the manufacture or building codes.
- What's Not Covered section is amended to include: We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known to Us or the Distributor.
- Any exclusions related to improper installation, repair, or replacement of any system, component or appliance in this Service Plan do not apply to an installation, repair or replacement made pursuant to a claim filed under this Service Plan as a result of a Failure.

In Florida:

- The Obligor of the contract is Ironwood Warranty of Florida, LLC, License No. 48289. The administrator is GHW Group, Inc., 27475 Ferry Rd, Warrenville, IL 60555.
- Cancellation/Refund section is amended as follows: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan Purchase Price, minus any paid claims. If You cancel more than 30 days after the Service Plan Start Date, Your refund shall be based upon 90% of the Service Plan Purchase Price less any claims paid by Us. If We cancel, Your refund shall be based upon 100% of the Service Plan Purchase Price less any claims paid by Us.
- **The rates charged to You for this Service Plan are not subject to regulation by the Florida Office of Insurance Regulation. We will not provide coverage to You free of charge during any period when Your home is listed for sale.**
- Section I TRANSFER is amended to include the following statement: You have the right to assign or transfer Your Plan to a subsequent retail purchaser of Your Residential Property within 15 days from the date the Residential Property is sold or transferred.
  Section D EXCLUSIONS, is amended to include: Failures due to rust or corrosion within the first sixty (60) days from the date of initial purchase date, if such rust or corrosion is a contributing cause of the mechanical breakdown of the Covered Product.
- **THIS PLAN DOES NOT COVER REIMBURSEMENT OF FUNCTIONAL COMPONENTS OF HVAC SYSTEMS FOR REASONS OF COMPATIBILITY OR EFFICIENCY REQUIREMENTS OF THE MANUFACTURER UNLESS ADDITIONAL COVERAGE FOR SUCH CIRCUMSTANCES IS PURCHASED. PLEASE CONTACT THE DISTRIBUTOR LISTED ON THE DECLARATION OF COVERAGE TO ADD THE GUARD PLUS OPTIONAL COVERAGE WHICH INCLUDES COMPATIBILITY COVERAGE UNDER OPTIONAL COVERAGE PARAGRAPH 11.b. TO YOUR PLAN, OR TO PURCHASE THE COMPATIBILITY COVERAGE UNDER OPTIONAL COVERAGE PARAGRAPH 11.b. AS A STAND-ALONE COVERAGE ADDED TO YOUR PLAN.**
- The Coverage Period section is amended to include the following: Payment Obligations: This Plan may not provide listing period coverage free of charge. Florida law requires that the fees for Service Plans be payable upon the effective date of the Service Plan.

In Georgia:

- What's Not Covered section is amended to include, pre-existing conditions, defects or deficiencies known by You before the Service Plan Start Date.
- What's Not Covered section is amended to include the following statement: If a claim covered by this Service Plan is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this Service Plan is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, We shall pay only for the amount of the Authorized Dollar Amount Limit that is in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit of Liability.
- Cancellation/Refund section is amended with the following: In the event You cancel this Plan within thirty (30) days, You will receive a refund of 100% of the total Plan price less any claims paid. If You cancel this Service Plan after thirty (30) days, You will receive a refund of 100% of the unearned pro-rata Plan price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Plan price, regardless of the reason for cancellation.
- Cancellation/Refund section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice in the event of customer fraud, material misrepresentation, or failure to pay. You will receive a refund of the Service Plan Purchase Price less any claims paid and a reasonable administrative fee which will not exceed 10% of the price. The notice of cancellation will include the reason and the effective date of cancellation.

Sample Contract

- The following is added: This Service Plan will be governed, construed and enforced in accordance with the laws of the state of Georgia without regard to principles of conflicts of law.

In Hawaii:

- Your right to cancel this Service Plan and receive a full refund under Cancellation/Refund section is not transferable and applies only to the original contract purchaser.

In Iowa:

- Cancellation/Refund section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan Purchase Price, minus any paid claims.
- Cancellation/Refund section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice. However, in the event We cancel this Service Plan due to Your nonpayment of the Service Plan Purchase Price Your material misrepresentation to Us or the administrator, or Your substantial breach of duties relating to the covered product or its use, cancellation may be immediate. In the event We cancel this Service Plan for any reason other than nonpayment of the Service Plan Purchase Price, We will refund to You an amount equal to one hundred percent of the unearned Service Plan Purchase Price less any claims paid.
  The issuer of this Service Plan is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, Phone (515) 654-6600.

In Nevada:

- SERVICE REQUEST TICKETS - TO REQUEST SERVICE, is amended by the addition of the following: We will initiate repairs within 24 hours after you report the claim or as soon thereafter as reasonably practical. If We determine that repairs cannot be completed within 3 calendar days after the report of the claim, We will provide You and the Commissioner with a status report. The status report will provide: A list of the required repairs or services and the reason causing the delay; the status or any parts required; the current estimated time to complete the repairs or services; and contact information for You to make additional inquiries concerning any aspect of the claim. We will respond to such inquiries not later than 1 business day after such an inquiry is made.
- If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.
- Cancellation/Refund section is amended with the following: In the event You cancel this Service Plan after the first thirty (30) days of the receipt of this Service Plan, You will receive a pro-rata refund of the Service Plan price, less a cancellation fee not to exceed $25. In the event You cancel this Service Plan within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan Purchase Price. The cost of claims paid will not be deducted from any refund issued pursuant to this Service Plan.
- Cancellation/Refund section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay by You. You will receive a refund of the Service Plan Purchase Price We may also cancel this Service Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Service Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Service Plan was issued or last renewed. If the Service Plan has been in effect for seventy (70) days or more, We can only cancel this Service Plan due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Service Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Service Plan was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Plan, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan. If we cancel this Service Plan, no cancellation fee will be imposed and no deduction for claims paid will be applied. The notice of cancellation will include the reason and the effective date of cancellation. If We cancel this Service Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination.
- What's Not Covered section, is amended to include, pre-existing conditions, defects or deficiencies known by You before the Effective Date.
- The following is added: The laws of Nevada govern the provisions of this Agreement.

In New Jersey:

- **The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.**
- Section G CANCELLATION / REFUND, is amended with the following: If We cancel this Plan, We will provide written notice of cancellation to You at least five (5) days before the effective date of such cancellation, stating the reason for and

Sample Contract

effective date of the cancellation. Prior notice of Our cancellation is not required if the reason for cancellation is nonpayment of the Purchase Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

- The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

In Oregon:

- The Oregon Construction Contractors Board license number for Ironwood Warranty, LLC is 234541.

In South Carolina:

The following statement has been added: Complaints or questions about this Service Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 or by Phone at (800) 768-3467.

In Texas:

- You are entitled to a "Free Look" period for this Service Plan. If You decide to cancel this Service Plan within thirty (30) days of purchase and You have not made a claim under this Service Plan, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Service Plan after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee of twenty-five dollars ($25.00) or ten percent (10%) of the Service Plan Purchase Price, whichever is less.
- If You purchased this Service Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Service Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202.
- You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is returned to the provider.
- The provider of this Service Plan is Ironwood Warranty, LLC, TDLR registration number SCP 795.
- The administrator of this Service Plan is GHW Group, Inc., license number SCPA 369
- **NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.**

In Utah:

- SERVICE REQUEST TICKETS - TO REQUEST SERVICE section the following has been added: Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim.
- What's Not Covered section is amended with the following: preexisting conditions, defects or deficiencies that occurred prior to the effective date of the Plan.
- Cancellation/Refund section is amended to include the following: We can cancel the Plan during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan, (c) substantial breaches of contractual duties, conditions, or warranties.
- Cancellation/Refund section is amended with the following: In the event of cancellation You will receive a pro-rata refund of the Service Plan Purchase Price, minus any paid claims.
- Cancellation/Refund section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Service Plan Purchase Price, minus any paid claims.
- The following statements have been added:
  - This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contract the Utah Insurance Department.
  - Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association.

ENTIRE CONTRACT: This Agreement together with the Declaration of Coverage, Coverage Summary, sales invoice and/or receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Sample Contract

Policy Coverage

Guard home warranty

Our Packages

We offer a variety of top tier packages to protect your pocket book in the event of an unexpected expense. See our carefully selected plans below.

	Appliances	Systems	VIP	VIP + Guard Plus
Air Conditioner/Cooler	✗	✓	✓	✓
Heating System	✗	✓	✓	✓
Ductwork	✗	✓	✓	✓
Water Heater	✗	✓	✓	✓
Plumbing System/Stoppage	✗	✓	✓	✓
Sump Pump	✗	✓	✓	✓
Ceiling and Exhaust Fans	✗	✓	✓	✓
Central Vacuums	✗	✓	✓	✓
Doorbells	✗	✓	✓	✓
Electrical Systems	✗	✓	✓	✓
Garbage Disposal	✗	✓	✓	✓
Instant Water Dispenser	✗	✓	✓	✓
Refrigerators	✓	✗	✓	✓
Cooktops/Ranges	✓	✗	✓	✓
Ovens	✓	✗	✓	✓
Microwave (Built-In)	✓	✗	✓	✓
Trash Compactor	✓	✗	✓	✓
Dishwasher	✓	✗	✓	✓
Clothes Washer	✓	✗	✓	✓
Clothes Dryer	✓	✗	✓	✓
Garage Door Opener	✗	✗	✓	✓
Increased maximum aggregate limit to $45,000	✗	✗	✗	✓
Double line item limits	✗	✗	✗	✓
2nd A/C and Heating system	✗	✗	✗	✓
*Expanded AC and Heat Pump Coverage	✗	✗	✗	✓
Tankless and commercial water heaters	✗	✗	✗	✓
Code Violations	✗	✗	✗	✓
Modifications	✗	✗	✗	✓
Unit disposal	✗	✗	✗	✓
Permits	✗	✗	✗	✓
Refrigerator Ice Maker and Beverage Dispenser	✗	✗	✗	✓
Unknown Pre-existing conditions	✓	✓	✓	✓
Choose your Own Contractor	✓	✓	✓	✓
Annual Price	$499	$549	$649	$599 Plus VIP

*Upgrades, components or parts for existing air conditioner or heat pump equipment required to maintain compatibility with the covered HVAC replacement system manufactured to have minimum efficiency as currently mandated by federal, state or local governments.

Optional Coverage

- Guard Plus Add-On +$599.00
- Stand Alone Freezer +$42.00
- Additional Inground Spa +$180.00
- Second Heating System/Furnace +$60.00
- Second Air Conditioner/Cooler +$100.00
- Well Pump +$90.00
- Water Softener +$60.00
- Pool and/or Spa Equipment +$180.00
- Second Refrigerator +$36.00
- Septic Tank Pumping +$72.00
- Salt Water Pool +$348.00
- Exterior Sewer/Septic +$120.00
- Roof Leak Repair +$100.00

(800) 600-5129 sales@guardhomewarranty.com www.guardhomewarranty.com

How to File a Claim

Guard home warranty

To file a claim, visit https://guardhw.com/claims or click the **"File a Claim"** link on our website.

Fill out the required information, and we'll guide you through the process.

File a claim 24/7 ↪

What happens next?

1. Submit Your Claim

After submitting your claim, you'll receive an email with instructions to contact a service provider to schedule a diagnosis, followed by an email from your claims specialist within 24 hours.

2. Contractor Diagnosis

When your contractor diagnoses the issue, **call us before any work begins.** Your claims specialist will confirm with the contractor if the issue is covered under your policy.

3. Additional Review (If needed)

If more details are required, your claims specialist may contact the contractor within 24 hours to gather photos or further information.

4. Approval & Repairs

Once your claim is approved, schedule the repair with your contractor and send us a paid receipt when the work is completed.

Protect your home today!

All claims are subject to Terms & Conditions as outlined in the Contract.

(800) 600-5129

www.guardhomewarranty.com

File a claim

GHW APPLICATION

1. Home to be Covered

Street Address: 5517 North Hawthorne Way City: Raleigh State: North Carolina Zip: 27613

Real Estate Company Name: Adorn Realty Company Phone: (919) 810-3764 Representing: Seller
Agents Name: Ashley brooks Agents Phone: (919) 810-3764 Agents Email: ashley@adornrealtync.com

Sellers Name: Chris & Lisa Fiander

POLICY TO TRANSFER TO BUYER ON CLOSING DATE (PENDING THIS APPLICATION AND PAYMENT)

2. Selected Coverage

Home Type: Single-Family Home House size is less than 5,000 Sq.Ft.: Yes

Selected Plan: VIP Package Term: 1 Year Service Call Fee: $95
Optional Coverage: Second Air Conditioning/Cooler - Annual, Second Heating System/Furnace - Annual

TOTAL COST (Due): $ 809.00

Remit payment to:

Guard Home Warranty
27475 Ferry Rd
Warrenville, IL 60555