



**BERKSHIRE HATHAWAY**  
HomeServices  
The Preferred Realty



**USE YOUR  
OWN CONTRACTOR**

**INDUSTRY-LEADING  
CLAIM TURNAROUND TIME**

**FREE LISTING POLICY**

**NO SERVICE CLAIM  
FEE UNLESS APPROVED**

**5 STAR CUSTOMER  
RATING WITH THE BBB**

**\$25,000 IN  
AGGREGATE COVERAGE**



# POLICY COVERAGE

## OUR PACKAGES

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

	VIP PACKAGE	SYSTEMS PACKAGE	APPLIANCE PACKAGE
Air Conditioning/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	•		•
Microwaves (built in)	•		•
Trash Compactors	•		•
Dishwashers	•		•
Clothes Washers	•		•
Clothes Dryers	•		•
Garage Door Openers	•		•
	\$594/Annually	\$429/Annually	\$429/Annually

## OPTIONAL COVERAGE

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

# GUARD HOME WARRANTY – SERVICE AGREEMENT

## TERMS OF SERVICE AGREEMENT GUARD HOME WARRANTY

Throughout this Agreement ("Agreement," "plan" or "contract") the words "We," "Us" and "Our" refer to Guard Home Warranty, Warrenville, IL 60555, the Obligor of this Agreement.

### A. COVERAGE

During the coverage period, Our sole responsibility will be to pay for the expenses, authorized by Us, to repair or replace, by a licensed and insured service contractor ("Service Provider"), up to the authorized limit per service request within the limits set forth below, the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping, exterior sewer/septic line and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and are not Ourselves repairing or replacing any such systems or components. This contract covers single-family homes, condominiums, townhouses and mobile homes 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). Duplexes, Triplexes and Fourplexes are also covered if the appropriate fee is paid. Coverage is subject to limitations and conditions specified in this contract. Please read Your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.
4. Obligations of the provider under this Contract are backed only by the full faith and credit of Guard Home Warranty and are not guaranteed under a reimbursement insurance policy.

### B. COVERAGE PERIOD

1. Except as stated in sections B.2 and F.1, Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fee and continues for 365 days from that date. At our discretion, we may allow Your coverage to begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date.
2. For buyers policies placed as a part of a real estate transaction and ordered by a licensed real estate professional, title company or financial institution, coverage begins at the close of sale, as long as payment is received by Us within 14 days of close of sale, and continues for 365 days from that date. Your contract effective date and term may vary.
3. Your contract term (the dates that Your contract is in effect), Your contract fee, Your Service Fee, and Your equipment, systems, and appliances covered under this contract, are set forth in Your Coverage Details. Your contract fee is due and payable as Your Coverage Details specify, and Your Service Fee is due and payable upon a request for service as described in (Section C) below. Additional costs may apply in accordance with other sections of this contract.

### C. SERVICE REQUEST TICKETS – TO REQUEST SERVICE:

1. You must notify Us for work to be performed under this contract as soon as the problem is discovered. 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://guardhomewarranty.com/submit-a-service-request-ticket/> and click Submit New Service Ticket. Upon the submission of a service request ticket, You will receive the ticket number for the service request. Notice of any malfunction must be given to Us prior to expiration of this contract.
2. You may contact a licensed service contractor of your choice to come and diagnose the issue. The contractor must be licensed and insured. If you do not have an approved licensed contractor in your area, or if you would rather have Us recommend the licensed contractor, We will provide contact information of a licensed contractor for You to contact and schedule a mutually convenient appointment during normal business hours.
3. Upon the licensed service contractor arriving and diagnosing the issue, they must call Us at 1-800-600-5129 prior to performing any repairs so that We can determine if the recommended repair or replacement is covered under the service contract agreement. 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 emergency service.
4. If the appliance or system needing repair is covered by the service contract agreement, We will approve the repair cost up to a dollar amount deemed reasonable by Us for the proposed repair, which shall act as a reasonable allowance for the fair value of like repair. This will indicate the dollar amount limit of the repair that we will cover for this Service Request. Additionally, we will record the approved dollar limit by Us on the service request ticket, which will be visible to You.
5. When the proposed repairs have been completed and the licensed service contractor 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 pay the costs associated with the repair/replacement that was authorized, up to the authorized dollar amount provided by Us for the repair. For every approved claim, You will be responsible for a \$95 trade service call fee ("Service Fee") that acts as a deductible for processing and handling the service request ticket. The \$95 trade service call fee will be taken into account when We process the payment for authorized repairs that have been completed. If the licensed service contractor 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 provided by Us for the repair.
7. If no covered defects are discovered or repaired during a service call, the homeowner is responsible for the entire cost of the service call.

### D. COVERAGE (COVERAGE DEPENDENT ON PACKAGE)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at Our sole discretion; certain limitations of liability apply to Covered systems and appliances.

#### INCLUDED WITH THE APPLIANCE AND THE VIP PACKAGE



##### 1. BUILT-IN MICROWAVE

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** 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.



##### 2. CLOTHES DRYER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Noise – Venting – Lint screens – Knobs and dials – Doors – Door seals – Hinges – Glass – Leveling and balancing – Damage to clothing.



##### 3. CLOTHES WASHER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Noise – Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Door seals – Hinges – Glass – Leveling and balancing – Damage to clothing.



##### 4. DISHWASHER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Racks – Baskets – Rollers – Hinges – Handles – Doors – Door gaskets – Door seals – Damage caused by broken glass – Cleaning.



##### 5. GARAGE DOOR OPENER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$400.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Garage doors – Hinges – Springs – Sensors – Lighting – Chains – Travelers – Tracks – Rollers – Remote receiving and/or transmitting devices.



##### 6. KITCHEN REFRIGERATOR

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**NOTE:** Must be located in the kitchen.

**INCLUDED:** All components and parts, including integral freezer unit, except:

**EXCLUDED:** Racks – Shelves – Drawers – Lighting and handles – Freon – Ice makers, ice crushers, beverage dispensers and their respective equipment – Water lines and valve to ice maker – 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 – Door seals and gaskets – Hinges – Glass – Audio/Visual equipment and internet connection components.



##### 7. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Clocks (unless they affect the cooking function of the unit) – Meat probe assemblies – Rotisseries – Racks – Handles – Knobs – Door seals – Doors – Hinges – Lighting and handles – Glass – Sensi-heat burners will only be replaced with standard burners.



##### 8. TRASH COMPACTOR (BUILT-IN)

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Lock and key assemblies – Removable buckets – Door seals – Portable trash compactor

#### INCLUDED WITH THE SYSTEMS AND THE VIP PACKAGE



##### 9. AIR CONDITIONING/COOLER

**NOTE:** Not exceeding 5 (five) ton capacity and designed for residential use.

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$2500.

**INCLUDED:** Ducted electric central air conditioning, ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7/7 HSPF or higher compliant, except:

**EXCLUDED:** Gas air conditioning systems – Mini-Splits (non ducted) – Condenser casings – Registers and Grills – Filters – Electronic air cleaners – Window units – Non-ducted wall 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 – Condensate pumps – Commercial grade equipment – Cost for crane rentals – Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices – Thermal expansion valves – Refrigerant conversion – Leak detections – Water leaks – Drain line stoppages – Maintenance – Noise. If the house/property has more than one Air Conditioning/Cooler Unit, a Second Air Conditioning/Cooler must be purchased as an Optional Coverage at time of home warranty purchase for any Air Conditioning/Cooler Unit to be covered by Us. We are not responsible for the costs associated with matching dimensions, brand or color made. 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.



##### 10. CEILING AND EXHAUST FANS

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** Motors – Switches – Controls – Bearings, except:

**EXCLUDED:** Fans – Blades – Belts – Shutters – Filters – Whole house fan – Lighting. Note: Builder's standard is used when replacement is necessary.



##### 11. CENTRAL VACUUM

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** All mechanical system components and parts, except:

**EXCLUDED:** Ductwork – Hoses – Blockages – Accessories.



##### 12. DOORBELLS

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$250.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Doorbells associated with Intercom Systems – Battery operated doorbells – Monitored and/or smart doorbells.



##### 13. DUCTWORK

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** Duct from heating unit to point of attachment at registers or grills, except:

**EXCLUDED:** 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 \$500 per contract term for access, diagnosis and repair or replacement. The licensed service contractor should close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

# GUARD HOME WARRANTY – SERVICE AGREEMENT



## 14. ELECTRICAL SYSTEM

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, including built-in bathroom exhaust fans, except:

**EXCLUDED:** 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 sub-panels - 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 \$1,000 per contract term for access, diagnosis and repair and/or replacement.



## 15. GARBAGE DISPOSAL

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, including entire unit, except:

**EXCLUDED:** Problems and/or jams caused by bones, glass, or foreign objects other than food.



## 16. HEATING SYSTEM OR BUILT-IN WALL UNIT

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$2500.

**NOTE:** Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

**INCLUDED:** All components and parts necessary for the operation of the heating system. For units below 13 SEER and when we are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

**EXCLUDED:** All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating - Dampers - Valves - 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 - Evaporator coil pan - 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. If the house/property has more than one Heating System/Furnace Unit, a Second Heating System/Furnace Unit must be purchased as an Optional Coverage at time of home warranty purchase for any Heating System/Furnace Unit to be covered by Us.

**NOTE:** We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.



## 17. INSTANT HOT/COLD WATER DISPENSER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$250.

**INCLUDED:** All components and parts.



## 18. PLUMBING SYSTEM/STOPPAGE

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** 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:

**EXCLUDED:** 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 - Polybutylene or Quest piping - Galvanized drain lines - Hose Bibs - Drum traps - Flange - 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 - Pop-up 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 \$1,000 per contract term 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 \$1,000 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.



## 19. SUMP PUMP

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$750.

**INCLUDED:** Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

**EXCLUDED:** Sewerage ejector pumps - Portable pumps - Backflow preventers - Check valves - Piping modifications for new installs.



## 20. WATER HEATER (Gas and/or Electric)

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$750.

**INCLUDED:** All components and parts, including circulating pumps, except:

**EXCLUDED:** Access - Insulation blankets - Pressure reducing valve - Sediment and calcium build-up - Rust and corrosion - Main, 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 - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters. If the house/property has more than one Water Heater, a Second Water Heater must be purchased as an Optional Coverage at time of home warranty purchase for any Water Heater to be covered by Us.

## E. OPTIONAL COVERAGE (Requires Additional Payment)

**NOTE:** You may purchase any Optional Coverage only at the time that you purchase one of our packages. Such Coverage shall expire upon expiration of Coverage period in Section B.



## 1. POOL AND/OR SPA EQUIPMENT

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,100.

**INCLUDED:** 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 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

**EXCLUDED:** 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: All coverage inclusions/exclusions from the POOL AND/OR SPA

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$2,400.

**EQUIPMENT** coverage apply (see Section E.1 for more details), except for the following additional inclusions/exclusions:

**INCLUDED:** circuit board and salt cell of salt water pool is included.

**EXCLUDED:** Salt



## 3. SEPTIC TANK PUMPING

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$200.

**INCLUDED:** 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 contract term. 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.

**EXCLUDED:** 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. Limited to a total of \$200 maximum.



## 4. WELL PUMP

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts of well pump utilized for main dwelling only, except:

**EXCLUDED:** 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 \$1,000 per contract term for access, diagnosis and repair and/or replacement.



## 5. STAND ALONE FREEZER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$500.

**INCLUDED:** All parts and components that affect the operation of the unit, except:

**EXCLUDED:** Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.



## 6. SECOND REFRIGERATOR

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$600.

**INCLUDED:** All components and parts, including integral freezer unit, except:

**EXCLUDED:** Racks - Shelves - Drawers - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/visual equipment and internet connection components.



## 7. WATER SOFTENER

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$600.

**INCLUDED:** Domestic Water Softener, brine tank and connecting water lines

**EXCLUDED:** Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.



## 8. WASHER/DRYER COMBO

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,000.

**INCLUDED:** All components and parts, except:

**EXCLUDED:** Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Plastic mini-tubs - Soap dispensers - Filter screens - Damage to clothing.



## 9. EXTERIOR SEWER/SEPTIC LINE

**LIMIT:** The maximum aggregate liability for repairs or replacements is \$1,250.

**INCLUDED:** 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 Coverage Period Start Date. The sewer line must have an adequate, properly sized, clean out access point at least every 100 feet; no clean out will be installed by the Company. Our obligation is limited to the cost of authorized repairs or replacement 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 \$1,250 for the Coverage Period of this Agreement (this limit includes the cost of any permits required to perform services under this Contract) except:

**EXCLUDED:** 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 -Any system upgrades including but not limited to: municipal code changes, installing clean out, pipe linings, fixing a belly/sag in line, expansion tanks and backflow devices.



## 10. ROOF LEAK REPAIR

**LIMITS:** Roof repairs are limited to \$1,000 aggregate per contract term for the repair of specific leaks that are a result of rain and/or normal wear and tear provided the roof was in good, watertight

condition at start of contract term. Leaks existing prior to the start of the contract term will not be covered.

**INCLUDED:** Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible, except:

**EXCLUDED:** Cracked or missing tiles, shakes, or shingles - missing or broken materials - Roofs over detached structures - roof mounted installations - metal roofs - foam roofs - any other material not specifically mentioned as covered - 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.



# GUARD HOME WARRANTY – SERVICE AGREEMENT

## F. SELLERS OPTIONAL COVERAGE

1. Listing Coverage for the property listed by home seller or the licensed listing Real Estate agent, starts on the date that a sellers policy is placed and the optional listing coverage option is selected and continues until the earliest to occur of the following: (i) the sale of the covered property; (ii) the expiration or cancellation of the listing of the covered property; or (iii) 180 days from the coverage start date. Guard Home Warranty, in its sole discretion, may extend home seller's listing coverage after expiration of the initial 180-day coverage period.
2. Listing Coverage is only available if property is 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 placed.
3. Listing Coverage is not available to an owner of investment and/or rental properties or for a property within a multiple unit of 5 or more dwellings.
4. During the listing coverage period, as defined in Section F.1, We will pay up to \$2,500 total in aggregate costs for access, diagnosis, and repair/replacement of covered items in the selected Sellers Policy under Section D for a home seller's coverage while the seller's residential property is listed but before sale closing. Section D is the only Covered Items section applicable to such listing coverage under this sellers policy.
5. During the listing coverage period, as defined in Section F.1, You will pay a \$95 trade service call fee per claim or the actual cost of access, diagnosis, and repair/replacement of a covered item, as defined in Section D, whichever is less.

## G. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions. If a claim is a result of defects or issues identified when a covered system or appliance is used for the first time within the contract term, we will deem it as a pre-existing condition.
2. We are not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
3. At times it is necessary to open walls or ceilings to make repairs. The licensed service contractor should close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.
4. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.
5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.
6. You may be charged an additional fee by the licensed service contractor 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.
7. 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.
8. We are not liable for repair of conditions caused by 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, electrical failure or surge, water damage, lightning, 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.
9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof 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. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. For the first 30 days of the contract term, We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.
10. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, 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 or component/part, including but not limited to efficiency as mandated by federal, state or local governments.
11. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.
12. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contractor's failure to perform normal or routine maintenance. For example, You are responsible for providing routine maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. In the event a claim is denied, and a customer seeks to have Us review that denial, We have the right to request routine maintenance records in reviewing its decision.
13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series, premium brands, or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, and Thermador, etc.
14. We reserve the right to obtain a second opinion at Our expense. In the event that We inform You the malfunction is not covered under this contract, You have the right to request a second opinion of the cause of the malfunction. You must inform Us when you are obtaining second opinion from another licensed service contractor within 7 days from Us informing you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, then We may, in Our discretion, decide whether to accept coverage under this contract. If You request a second opinion, You will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the initial opinion.
15. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.
16. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.
17. We are not responsible for the repair or replacement of any system or 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.
18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.
19. You agree that We are not liable for the negligence or other conduct of the licensed service contractor, nor are We an insurer of the performance of any licensed service contractor. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less.
20. Unless the property is a multi-unit property or a second unit of an appliance/system is selected as an optional coverage add-on, for an item to be covered by this warranty, the property being covered by this warranty may have no more than one unit of a particular covered item.

21. Any improper operation or malfunction due to rust or corrosion for any system or component is not covered for the first 30 days of the contract term.
22. If a service request is filed within the first 30 days of the effective start date of the contract term, We reserve the right to review the home inspection report for the house being covered prior to making final decisions about the service request's approval status.
23. The maximum aggregate liability for repairs or replacement per contract year that will be paid out by Us in dollars, regardless of the number of claims for repairs or replacement, or the number of systems/units is \$25,000.

## H. MANDATORY ARBITRATION

In the event of a dispute over a claim or coverage You agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration, in the state of Illinois. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions You agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, multiple plaintiff, representative, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of Illinois under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.
4. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

## I. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

## J. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.
2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

## K. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one Guard Home Warranty contract for coverage to apply to shared systems and appliances.
2. If this contract is for a multi-unit dwelling other than those specified in Section K.1, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.
3. Except as otherwise provided in this Section, shared systems and appliances are not covered.

## L. TRANSFER OF CONTRACT & RENEWALS

1. If Your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by emailing us at support@guardhomewarranty.com in order to transfer coverage to the new owner.
2. You may transfer this contract at any time. There is no fee to transfer contract.
3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.
4. Guard Home Warranty may, in its sole discretion, elect to renew this contract for a one year contract term, unless otherwise approved by Guard Home Warranty. In the event we elect to renew your contract, you will be notified of the terms within 60 days prior to expiration of your contract. Unless you notify Guard Home Warranty in writing at least 30 days prior to the expiration of your contract, your contract will be automatically renewed and Guard Home Warranty will continue to automatically charge the recurring payment of your current Service Agreement to the credit card on file with us, if applicable. If you would like to change your payment preference please email Support@guardhomewarranty.com

## M. CANCELLATION

This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fee, less any service costs incurred by Guard Home Warranty.

### This contract shall be non-cancelable by Us except for:

1. Nonpayment of contract fee; or
2. Nonpayment of trade service call fee, as stated in Section C; or
3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or
4. Mutual agreement of Us and You. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less an administrative fee, and less any service costs incurred by Guard Home Warranty. The cancellation administrative fee for this contract shall be the lesser of 10% of the contract price or \$50. All cancellation requests must be submitted in writing.

## N. GUARDAGENTPROTECT PROGRAM

### To qualify for the GuardAgentProtect Program, the following conditions must be met:

1. A Guard Home Warranty seller's coverage is active during the listing of the home – up to 180 days from date of submission or until date of closing; whichever occurs first.
2. The listing is through a registered Guard Home Warranty real estate agent.
3. The home warranty contract is fully funded after closing occurs and not canceled.

### The GuardAgentProtect program entitles the Seller(s) a maximum reimbursement of up to \$500:

**INCLUDED:** legal fees incurred during an active lawsuit brought on by the Buyer of the property arising directly out of the transaction for which this home warranty was purchased. When the fees are incurred during an active lawsuit, the Seller will provide Guard Home Warranty a copy of the lawsuit and a paid invoice showing the incurred fees for the reimbursement to be processed. Guard Home Warranty must receive the copy of the lawsuit and paid invoice within 30 of being served with the lawsuit.

**EXCLUDED:** Does not cover settlement payments, or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional, or state Board of Realtors or equivalent, which process(es) are a condition precedent to Program eligibility.

**NOTE:** The program expires exactly 365 days after the date of closing and no benefit under the GuardAgentProtect Program shall be assignable or transferable by the Seller.

# APPLICATION

Please mail payment and the copy of the application to:

**Guard Home Warranty**  
27475 Ferry Rd  
Warrenville, IL 60555



## 1. Selected Coverage

**Select a Plan (Service Call Fee: \$95)**

**Single Family Home (SFH):** ☐ Appliance Package (\$429/yr)

☐ Systems Package (\$429/yr)

☐ VIP Package (\$594/yr)

**Condo/Townhome/Mobile Home:** ☐ Appliance Package (\$404)

☐ Systems Package (\$404)

☐ VIP Package (\$569)

**Optional Coverages:**

☐ Well Pump +\$90

☐ Water Softener +\$60

☐ Stand Alone Freezer +\$42

☐ Pool and/or Spa Equipment +\$180

☐ Additional Inground Spa +\$180

☐ Septic Tank Pumping +\$72

☐ Second Heating System/Furnace +\$60

☐ Second Water Heater +\$60

☐ Salt Water Pool +\$348

☐ Second Air Conditioning/Cooler +\$100

☐ Second Refrigerator +\$36

☐ Exterior Sewer/Septic Line + \$120

☐ Rook Leak Repair +\$100

**Home Type:**

☐ Single-Family Home

☐ Townhouse

☐ Condominium

☐ Duplex (Additional Charge)

☐ Triplex (Additional Charge)

☐ Fourplex (Additional Charge)

**VIP:** Duplex Additional Charge: \$444 | Triplex Additional Charge: \$721 | Fourplex Additional Charge: \$921

Appliance and Systems: Duplex Additional Charge: \$321 | Triplex Additional Charge: \$521 | Fourplex Additional Charge: \$671

## 2. Home to be Covered

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ ☐ House size is less than 5,000 Sq.Ft.

## 3. About the Seller

Sellers Name: \_\_\_\_\_ Sellers Email: \_\_\_\_\_

Sellers Phone: \_\_\_\_\_

## 4. About Listing Agent

Agents Name: \_\_\_\_\_ Agents Email: \_\_\_\_\_ Agents Phone: \_\_\_\_\_

Real Estate Company Name: \_\_\_\_\_

## 5. Closing Information (If Known)

Closing Date: \_\_\_\_\_

Escrow Company Name: \_\_\_\_\_

Escrow Company Phone: \_\_\_\_\_

Escrow Officer Name: \_\_\_\_\_

Escrow Officer Email: \_\_\_\_\_

## 6. Realtor Representing Buyer

Agents Name: \_\_\_\_\_ Agents Email: \_\_\_\_\_ Agents Phone: \_\_\_\_\_

Real Estate Company Name: \_\_\_\_\_

## 7. About the Buyer

Buyers Name: \_\_\_\_\_ Buyers Email: \_\_\_\_\_

Buyers Phone: \_\_\_\_\_

Purchase of this coverage is not mandatory. If the applicant hereby declines coverage, the applicant agrees to hold the real estate broker and agent harmless in the event of a subsequent failure for a system or appliance which otherwise would have been covered under the warranty plan. The fee for this warranty is to be paid at closing and includes all fees payable to Guard Home Warranty for plan administration, servicing Service Request Tickets per the plan's service agreement and any optional reimbursement to the real estate agent/company or acting agent for services and expenses to promote, process and advertise the plan.

**Use Your  
Own Contractor**

**Industry-Leading  
Claim Turnaround Time**

**FREE  
Listing Policy**

**No Service Claim  
Fee Unless Approved**

**5 Star Customer Rating  
With The BBB**