



HOME WARRANTY AGREEMENT

A. Terms & Definitions

1. “We”, “Us”, “LHG”, and “Our” are references to Liberty Home Guard LLC.
2. The term “Agreement” refers to this Home Warranty Agreement.
3. “You” and “Your” are references to the person who has entered into and/or been provided an Agreement with LHG and/or any permitted Assignees or transferees of this agreement.
4. “Covered Item[s]” are the systems, components, and parts stated as covered in your account summary and are subject to the limitations, exclusions, and provisions set forth in this Agreement.
5. “LHG’s Service Cost” refers to Liberty Home Guard’s total cost in providing service to You under your agreement.
6. “Service Contractor” refers to a technician selected and approved by LHG in the trade applicable to your request.
7. “Effective Date” refers to the date upon which coverage under this agreement begins, 30 days after the Agreement Term begins, as located in your Account Summary.
8. “Trade Service Call Fee” or “Deductible” refers to the payment that must be made before any Service Contractor is dispatched, as set forth in your Account Summary.
9. “Agreement Costs” refer to your Agreement Price and Trade Service Call Fee. Both are set forth in your Account Summary.
10. “Agreement Term” refers to the start date of holding period and the end date of your coverage, as set forth in your Account Summary.
11. “HVAC” refers to heating, ventilation, and air conditioning systems.
12. “Account Summary” refers to the high-level overview of this Agreement mailed and/or e-mailed to you, featuring your Agreement Number, Agreement Holding Period, Agreement Term, Payment Type, Agreement Price, Purchase Date, Trade Service Call Fee, Property Covered, Property Type, Your contact information, and Your Covered Items.
13. “Normal Wear and Tear” refers to a mechanical breakdown of a covered item as a result of normal, ordinary use, following the guidelines of the manufacturer.
14. “Malfunction” and “Failure” both refer to a breakdown in the functioning of a covered item caused by normal, ordinary use.

B. Your Agreement

1. **Your Agreement with Liberty Home Guard (LHG) consists of:**
 - A) The Account Summary provided to you by LHG, and Sections A-K
2. **Coverage under your Agreement:**
 - A) This Agreement is a service contract and not a contract of insurance.
 - B) This Agreement only provides specified coverage for the “Covered Items” stated as covered in your Account Summary, and is subject to the limitations, exclusions, and provisions set forth in this Agreement. In order for you to fully understand your specified coverage, please read this Agreement carefully.
 - C) This Agreement only provides specified coverage for a Covered Item Malfunction occurring during your Agreement Term that is the result of Normal Wear and Tear.
 - D) Except as provided in the following subsection e), Covered Items must be installed within the confines of the structural walls of the main foundation of the home, or within an attached or detached fully enclosed garage capable of parking one or more motor vehicles.
 - E) If explicitly included in your Agreement, and installed and manufactured for outside use or located in a structure which entirely protects them from the elements, the following may be considered Covered Items: Air Conditioning, Heating, Electrical Panel, Water Heater, Cleanout, Pressure Regulator, Exterior Well Pump, Septic Tank, Sewage Ejector Pumps, and/or Pool/Spa Equipment.
 - F) This agreement only covers Your owned or rented residential property, as it has been represented to LHG.
3. **Repair or Replacement: When addressing a Covered Item Malfunction, LHG will make arrangements in accordance with your Agreement to repair or replace the Covered Item.**
 - A) In some instances, LHG will provide You, in its sole discretion, a cash reimbursement in lieu of repair or replacement of a Covered Item. If LHG makes the determination, in its sole discretion, that a cash reimbursement for repair or replacement will be paid, LHG may make such payment to you within 30 days after LHG receives sufficient proof of purchase of repair services or replacement of the Covered Item. After LHG approves You for a cash reimbursement of a Covered Item, LHG reserves the right to not perform repair or replacement of the Covered Item that has been the subject of a cash reimbursement, during the term of this Agreement.
 - B) When LHG’s combined cost of diagnosis and repair or replacement is estimated to exceed a stated Agreement dollar limit, LHG may not provide repair or replacement services, but may instead reimburse you for repair or replacement performed up to an amount equal to the remaining Agreement dollar limit. The remaining Agreement dollar limit is the amount of expenditure by LHG under that Agreement dollar limit, subtracted from the total Agreement dollar limit.
 - C) If LHG determines, in its sole reasonable discretion, that circumstances beyond LHG’s control prevent or hamper LHG from providing a proper repair or replacement of a Covered Item, LHG may provide you cash in lieu of such repair or replacement services. These circumstances may include but are not limited to:
 - (1) A Covered Item that, after repair or replacement, would become or remain non-compliant with laws, regulations, or code requirements;
 - (2) A Covered Item that is not repairable and a replacement item that is no longer available.
 - D) When making Covered Item repairs or replacements, LHG reserves the right to rebuild existing parts, install rebuilt parts, and/or to use non-original manufacturer parts. LHG will use reasonable efforts to repair or replace Covered Items with items of similar functionality, but LHG is not responsible for matching dimensions, color, or brand.
 - E) LHG will not repair or replace Covered Items covered by any implied warranty, including but not limited to the warranty of merchantability and/or the warranty of fitness for a particular purpose, and Covered Items covered by any express warranty, including but not limited to the express warranty of a manufacturer, distributor, builder, or an extended warranty issued by any of the foregoing or by a third party.
4. **Your Agreement Term and Costs**

NOTE: See your Account Summary for your specific Agreement Term and Agreement Price.



- A) Your Agreement Term and your Agreement Price are set forth in your Account Summary. For annual and multi-year Agreements, your entire Agreement Price is due on or before the Purchase Date, as found in the Account Summary. For monthly Agreements, your Agreement Price is due in monthly installments on or before the day of the Purchase Date (i.e., the fifth of the month), as found in the Account Summary. Your Trade Service Call Fee is due and payable upon a request for service under your Agreement as described in Section C., below. Additional costs may apply in accordance with other sections of this Agreement. All limits and caps set forth below will reset every 365 days of the Agreement term from the Effective Date of this Agreement.
- B) **NEW CUSTOMER:** New Customer Agreement Term begins upon the Effective Date and continues for one year from that date, provided payments are received by LHG.
- C) **RENEWAL CUSTOMER:** Renewal Customer is an existing LHG customer whose Agreement Term is NOT "Monthly Recurring," and whose Agreement LHG has offered to renew. Renewal Customer Agreement Term begins upon expiration of previous Agreement Term, provided the Agreement Price is not in arrears upon expiration of the previous Agreement Term, and continues for the renewal term. (For more information on renewals, see Section I. RENEWAL)
- 5. **TRANSFER OF OWNERSHIP:** If the covered property changes ownership during the Agreement Term, you are required contact Us by phone to assign coverage to the new owner.
- 6. **Coverage under this agreement is for no more than one of each of the units, systems, and/or appliances listed on in your Account Summary, unless additional fees are paid. If no additional fees are paid, coverage of additional units, systems, and/or appliances is at our sole discretion; certain limits of liability apply to Covered Items (See Section H. Limitations and Exclusions)**

C. Requesting Service

- 1. **To Request Service 24 hours a day, 7 days a week, visit LibertyHomeGuard.com/my-account or call (833) 544-8273**
- 2. **LHG must be notified as soon as the Malfunction is discovered and prior to expiration of the Agreement Term.**
 - A) LHG will accept service requests 24 hours a day, 7 days a week.
 - B) LHG will not provide service until all past due Trade Service Call Fees and other Agreement costs have been paid.
 - C) LHG will not reimburse for services performed without its prior approval.
- 3. **LHG has the right to select an LHG-authorized Service Contractor to perform the service.**
 - A) Under normal circumstances, services will be initiated within 48 hours after Your service request is received by LHG.
 - B) The Service Contractor will contact You to schedule Your service appointment. The appointment will be scheduled for service to be performed during normal business hours.
 - C) LHG will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service.
 - D) LHG may accept Your request to expedite scheduling of non-emergency service only when a Service Contractor is available and agrees to do so. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, You may be required to pay an additional fee.
 - E) LHG reserves the right to obtain a second service opinion, at LHG's expense. LHG will consider the merits of all service opinions and decide, in LHG's sole discretion, whether to accept such service.
- 4. **In the event LHG authorizes You to contact an independent service contractor to perform a covered service, LHG will provide reimbursement for an authorized amount of the cost You incur for repair or replacement services. Sufficient proof of the repair or replacement, and Your actual itemized costs, must be provided to and be approved by LHG before any reimbursement will be paid.**
- 5. **LHG may refuse to provide or continue service to You for the following reasons:**
 - A) Breach of Your Agreement by You until such breach is cured to LHG's reasonable satisfaction;
 - B) Upon discovering false statements, fraud, and/or misrepresentation of any fact made and/or committed by You to LHG related to Your Agreement; or
 - C) In the event You threaten to harm, or actually harm, the safety, well-being, or reputation of LHG, its employees, a Service Contractor, or any property of LHG or a Service Contractor.
- 6. **Trade Service Call Fee: The amount of Your Trade Service Call Fee is listed in Your Account Summary. You are required to pay a Trade Service Call Fee for each Covered Item and corresponding dispatch for that Covered Item.**
 - A) A Trade Service Call Fee applies to only one covered item per service contractor dispatch. If additional Covered Items require service, an additional Trade Service Call Fee will be applied, regardless of whether the service call on additional Covered Items is performed by the same service contractor.
 - B) If a particular repair or replacement fails within 60 days of a previous repair or replacement for the same failure of the same covered item, LHG will send a Service Contractor to repair the Failure and You will not be charged an additional Trade Service Call Fee on that covered item.

D. Systems Guard - The following coverage and exclusions to coverage apply if you elected the Systems Guard coverage under this Agreement.

NOTE: See Section H.10 for applicable Covered Item dollar limits.

HVAC NOTE: Coverage available on HVAC systems up to a 5-ton capacity

- 1. **Air Conditioning**
 - A) **COVERED:** 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
 - B) **NOT COVERED:** Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - 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 - Noise - geothermal piping and wells - electrical supply - Coils of any kind. No more than two systems covered unless additional coverage purchased separately at time of enrollment. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.
- 2. **Heating System**



- A) **COVERED ITEMS:** All components and parts necessary for the operation of the heating system, One Circulating Pump Annually, reversing valves, freon lines. For units below 16 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 16 SEER equipment and/or 7.7 HSPF or higher compliant
- B) **NOT COVERED:** 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, re-drilling of wells for geothermal and/or water source heat pumps, 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/coal/pellet units (even if only source of heating) - Calcium build-up - Routine maintenance - Cracked heat exchanger.
- 3. Ductwork**
- A) **COVERED:** Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills
- B) **NOT COVERED:** Registers and grills - Insulation - Vents, flues and breeching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - air cleaner cabinets - 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.
- 4. Plumbing**
- A) **COVERED:** Leaks and breaks of water, drain, 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 cleanout.
- B) **NOT COVERED:** Stoppages and clogs in drain and sewer lines, (including auxiliary sewage waste lines or shared waste lines) that cannot be cleared by cable or due to roots, gas lines, 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 cleanout - Slab leaks - leak searches - 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 - Bathtub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners (this is available as an additional optional add-on item) - Pressure regulators - Flood Control Gate or Check valves - Stoppages due to main line collapse - Caulking - Shower Enclosures - Tile - Water Filtration Systems - Iron Breakers - Sink Replacement - Pressure Regulating Valves - 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 - Camera inspection - Jetting.
- 5. Electrical**
- A) **COVERED:** All components and parts, including built-in bathroom exhaust fans
- B) **NOT COVERED:** Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and doorbell systems associated with intercoms - Fixtures and lamps - Smart home and communicating devices - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub panels - Broken or severed wires - Rerunning of new wiring for broken wires - Wire tracing garage door openers - Central vacuum systems - Damage due to power failure or surge - Circuit overload - Upgrading existing outlets to GFI.
- 6. Water Heater**
- A) **COVERED:** All components and parts, including circulating pumps
- B) **NOT COVERED:** Access - Insulation blankets - Pressure reducing valve - Sediment build-up - Rust and corrosion - Main, holding, fuel or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Leaks of any kind.

E. APPLIANCE GUARD - The following coverage and exclusions to coverage apply if you elected the Appliance Guard coverage under this Agreement.

NOTE: See Section H.10 for applicable Covered Item dollar limits.

- 1. Clothes Washer**
- A) **COVERED:** All components and parts
- B) **NOT COVERED:** Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing - Timers (unless they directly affect the functionality of the item).
- 2. Clothes Dryer**
- A) **COVERED:** All components and parts
- B) **NOT COVERED:** Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing - Timers (unless they directly affect the functionality of the item).
- 3. Kitchen Refrigerator (must be located in the Kitchen)**
- A) **COVERED:** All components and parts, including integral freezer unit
- B) **NOT COVERED:** Racks - Shelves - Lighting and handles - Freon - Ice crushers, beverage/water 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 - Sealed system.
- 4. Built-In Microwave**
- A) **COVERED:** All components and parts
- B) **NOT COVERED:** Doors - Hinges - Handles - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or countertop units - Arcing - Meat probe assemblies - Rotisseries - For combo units, components and parts that are shared by each appliance.



5. Dishwasher

- A) COVERED: All components and parts
- B) NOT COVERED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Damage caused by broken glass

6. In-Sink Garbage Disposal

- A) COVERED: All components and parts
- B) NOT COVERED: Problems and/or jams caused by bones, glass, or foreign objects other than food

7. Range / Oven / Cooktop

- A) COVERED: All components and parts
- B) NOT COVERED: Clocks (unless affecting 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 - For combo units, components and parts that are shared by each appliance.

8. Ceiling and Exhaust Fan

- A) COVERED: Motors - Switches - Controls - Bearings
- B) NOT COVERED: Fans - Blades - Belts - Shutters - Filters - Lighting - Remotes. Note: Builder's standard is used when replacement is necessary.

9. Garage Door Opener

- A) COVERED: All components and parts
- B) NOT COVERED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices - Glass.

F. TOTAL HOME GUARD

Includes all Items in Sections D. and E.

G. ADDITIONAL OPTIONAL ITEMS

Coverage for items in Section G is available at an additional cost. NOTE: See Section H.10 for applicable Covered Item dollar limits.

1. Pool and/or Spa Equipment

- a) 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. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Above ground plumbing pipes and wiring, except:
- b) 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 - Filter - Filter timer - Gaskets - Blower - Timer - Valves - Relays and switches - Heat pump - Salt water generators and components. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

2. Septic System Pumping

- a) 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 term of the plan. 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.
- b) 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 - Cesspools - Mechanical pumps/systems. LHG is not responsible for environmental impact.

3. Well Pump

- a) COVERED: All components and parts of well pump utilized for main dwelling only. We reserve the right to request proof of purchase and/or installation prior to dispatch.
- b) 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.

4. Sump Pump

- A) COVERED: Permanently installed sump pump for groundwater, within the foundation of the home or attached garage. We reserve the right to request proof of purchase and/or installation prior to dispatch.
- B) NOT COVERED: Sewage ejector pumps - Portable pumps - Grinder Pumps - Backflow preventers - Filters - Check valves. - Piping modifications.

5. Central Vacuum

- A) COVERED: All mechanical system components and parts
- B) NOT COVERED: Ductwork - Hoses - Blockages - Accessories.

6. Stand Alone Freezer

- A) COVERED: All parts and components that affect the operation of the unit
- B) NOT COVERED: 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 - Leaks of any kind - Sealed system.

7. Second Refrigerator

- A) COVERED: All components and parts, including integral freezer unit
- B) NOT COVERED: Racks - Shelves - 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.

8. Limited Roof Leak

- A) COVERED ITEMS: This Agreement applies to roof leak repairs over the occupied living area of single family homes only. This Agreement covers the roof leaks only.



B) NOT COVERED: patios - metal roofs - shingles - cracked and/or missing material - tiles - tar and gravel - flat or built-up roofs - structural leaks - gutters - downspouts - skylights - flashing - solar components - attic vents - satellite components - antennae and chimney components. This Agreement does not cover repairs requiring partial or complete replacement of the roof.

9. Water Softener

A) COVERED ITEMS: This Agreement covers all modules, components, and parts of the water softener necessary to its functionality.

B) NOT COVERED ITEMS: mineral tank, brine tank, maintenance related issues, recharge or regeneration.

10. Re-Key

A) COVERED ITEMS: For the applicable service fee, We will provide, re-key up to one (1) key hole (including deadbolts) and provide one (1) copy of the key.

H. LIMITATIONS AND EXCLUSIONS

1. Your agreement does not cover:

- A) Routine maintenance (you are responsible for providing maintenance and cleaning of Covered Items as specified by the manufacturer or as generally required for proper Covered Item operation);
- B) A Malfunction of a Covered Item due to lack of, or excess of, capacity in the Covered Item; insufficient maintenance of the Covered Item; rust or corrosion of the Covered Item; improper installation, repair, or modification of the Covered Item whether performed by You or a third party; consequential damage as a result of a Covered Item Malfunction;
- C) Commercial grade equipment, systems, or appliances, commercial property or premises whether converted into a business or otherwise, or to which the general public is invited for business purposes, including but not limited to day care centers, fraternity/sorority houses, and nursing/care homes;
- D) Professional series or like appliances including but not limited to brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, and Thermador;
- E) Flues, venting, chimneys, and exhaust lines; electronic, computerized, or other home management and/or automation systems;
- F) Remote controls and associated equipment;
- G) Replaceable filters associated with any Covered Item;
- H) Lighting fixtures and light bulbs;
- I) Radon and other leak detection monitoring systems and fire sprinkler systems;
- J) Solar items, systems, and components of Covered Items;
- K) Repair or remediation of cosmetic defects;
- L) Repair, replacement, installation, or modification of any Covered Item, or part thereof, that has been determined to be defective by the Consumer Product Safety Commission or other similar regulatory entity, or for which a manufacturer or distributor has issued a warning, recall, or determination of defect;
- M) Covered Item modifications, upgrades, repairs, or replacements required to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements;
- N) Disposal of 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 (You will be charged an additional fee by the Service Contractor if this is required to perform service);
- O) Cranes or other specialty vehicles or equipment required to install, remove, or access Covered Items in order to provide services under your Agreement (You may be charged an additional fee by the Service Contractor if such vehicles or equipment are required to perform service).

2. **We have the right to request routine maintenance and installation records, among other pieces of evidence, for any reason and at any time, including but not limited to reviewing any claims, or reviewing Our decision to deny any claims. Should You not provide Us with the aforementioned pieces of evidence, We reserve the right to limit or deny Your repair, replacement, and/or cash in lieu of repair or replacement.**

3. **All covered items must be in place and in proper working order on the effective date of this Agreement. This Agreement does not cover any known or unknown pre-existing conditions.**

4. **Except as otherwise specified in your Agreement, LHG is not responsible nor liable for performing service and/or paying remediation costs for systems and/or appliances and/or add-ons that involve hazardous or toxic materials or other waste, including but not limited to: mold, lead paint, asbestos, mildew, bio-organic growth, rot, fungus, pest damage of any nature or kind, and costs or expenses associated with refrigerant recovery, recycling, reclaiming, and/or disposal.**

5. **Except as otherwise specified in your Agreement, LHG is not responsible nor liable for:**

A) Costs of construction, carpentry, and/or other modifications necessary to remove, relocate, or install a Covered Item or part thereof; and

B) Restoration of any wall or floor coverings, cabinets, counter tops, tiles, and/or paint.

6. **We will not provide or secure access to Covered Items through walls, ceilings, floors, concrete encasings, and/or any other sort of obstruction (i.e., built-in appliances, cabinets, and/or coverings), and will not return or close access openings to any sort of condition.**

7. **LHG is not responsible nor liable for the cost or conduct of testing required by statute or regulation associated with the repair or replacement of Covered Items or components.**

8. **LHG is not responsible for modifications necessitated by the repair or replacement of systems and/or appliances and/or add-ons, including but not limited to the incompatibility of existing equipment with replacement equipment.**

9. **LHG is not responsible nor liable for Covered Item repairs or replacements when a Malfunction is due to:**

A) Misuse, abuse, or mistreatment, including but not limited to removal of parts, or damage by people, pests, or pets;

B) Accidents, fire, freezing, subsidence, water damage, electrical failure or surge, or excessive or inadequate water pressure;

C) Lightning, mud, earthquake, soil movement, storms, or other acts of God, acts of war, or terrorism;

D) A manufacturer's improper design, materials, or formulations (design defects); a defective manufacturing or assembling process, construction, or production (manufacturing defects); defects in marketing; or other manufacturing defects (products liability).

10. LIMITS OF LIABILITY

A) The following Covered Item dollar limits reset every 365 days during the Agreement Term from the Effective Date of this Agreement:

- 1. Access, diagnosis, and repair/replacement of all Covered Items are limited to \$1,600 per Covered Item, except as follows:



- (1) Access, diagnosis, and repair/replacement is limited to \$500 for the items identified in sections D.3, D.4, D.5, G.1, and G.3, and \$250 during the first 90 days of active coverage;
 - (2) In conjunction with any relevant limitations and/or exclusions in this Section H., coverage for refrigerant installation is limited to \$10 per pound;
 - (3) During the first 90 days of active coverage, all covered items are limited to 60% of the Covered Item's depreciated value, and thereafter, LHG will cover up to 100% of the Covered Item's depreciated value; and
 - (4) For Septic System Pumping, We will pay no more than \$200 per every 365 days during the Agreement Term.
11. LHG will not be liable for any violations caused by You or by third parties of federal, state, or local laws, rules, regulations, and/or guidelines relating to Covered Items, and will not perform repairs or replacements that will or may violate any current federal, state, or local laws, rules, regulations, and/or guidelines.
 12. LHG is not responsible nor liable for special, secondary, incidental, indirect, consequential, exemplary, and/or other related damage resulting from the Malfunction of any Covered Item, or LHG's or a Service Contractor's neglect or delay in providing, or failing to provide, repair or replacement of such Covered Item.
 13. LHG is not responsible nor liable for any delay in service or failure to provide service caused by conditions beyond LHG's control.
 14. Except as otherwise provided herein, systems and appliances shared by separate residential properties are not covered.
 15. If your Agreement is for a duplex, triplex, or fourplex residential property, then all units within the residential property must be covered by an appropriate LHG Agreement for coverage to apply to shared systems and appliances.
 16. If your Agreement is for a multi-family and/or multi-unit residential property other than those specified in H.15 above, then only items contained within the confines of each individual residential property are covered. Shared systems and appliances are not covered, unless all families and/or units in the residential property have coverage for the claimed covered item.

I. Renewal

1. LHG may, in its sole discretion, elect to renew this Agreement. In the event we elect to renew your Agreement, you will be notified of the terms of your renewal Agreement within 60 days prior to expiration of your Agreement. Unless you decline the offer to renew your Agreement prior to or within a reasonable amount of time after the expiration of your prior Agreement, your Agreement will be automatically renewed and you will be charged an applicable Agreement Price. This Section I. does not apply if your Agreement Term is "Monthly Recurring."

J. Cancellation

1. **Your Right to Cancel and How Refunds Will Be Calculated:** You may cancel this Agreement for any reason at any time. If You cancel this Agreement within the first 30 days from the Effective Date of this Agreement, We will refund to you the full Agreement Cost, less a cancellation fee of \$50 and the cost of any claims paid. If You cancel this Agreement after 30 days from the Effective Date of this Agreement, We will refund to you a prorated refund of the Agreement Cost based on months remaining on the term of Your agreement, less a cancellation fee of \$50 and the cost of any claims paid.
2. **Our Right to Cancel and How Refunds Will Be Calculated:** We may cancel this Agreement for: (1) your nonpayment of the Agreement Price or Trade Service Call Fee when due; (2) Your material breach of any provision of this Agreement; (3) fraud or material misrepresentation of facts by You in relation to obtaining this Agreement or making a claim under this Agreement, and; (4) threatened or actual harm by You to LHG employees or Service Contractors, or any property of LHG or Service Contractor. If We cancel this Agreement, We will refund to You a prorated refund of the Agreement Cost based on months remaining on the term of Your agreement, less any claims paid. If We cancel this Agreement, We will send you written notice stating the reason for and the effective date of cancellation to Your last known address in Our records.

K. Miscellaneous

1. The obligations of LHG under this Agreement are backed by the full faith and credit of LHG.
2. **Entire Agreement:** This Agreement supersedes any and all other prior understandings and agreements, whether oral or in writing, between You and LHG, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, and constitutes the sole and only agreement with respect to said subject matter. All prior negotiations and agreements between You and LHG, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, are merged into this Agreement. You acknowledge that no representations, inducements, promises, and/or agreements, orally or otherwise, have been made by the foregoing that are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding, or of any force or effect.
3. **Severability:** In case any clause, provision, part, and/or section in this Home Warranty Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining clauses, provisions, parts, and/or sections shall not in any way be affected or impaired thereby.
4. **Indemnification:** You shall indemnify and hold harmless LHG, its shareholders, directors, officers, employees, and agents, from and against all damages, costs, expenses, liabilities, losses, claims, demands, interest, awards, penalties, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which We may be liable, in whole or in part, arising out of or related to Your acts and/or omissions, a Service Contractor's acts and/or omissions, or any and all claims of third parties relating to, arising out of, or resulting from Your or a Service Contractor's negligence, willful misconduct, and/or breach of this Agreement.
5. **Waiver of Provisions:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
6. **MANDATORY ARBITRATION:** The parties agree to mediate in good faith, before resorting to mandatory arbitration. Unless you make written application to LHG and LHG agrees in writing to allow you to bring a lawsuit against LHG solely in your individual capacity, any claim, dispute, or controversy regarding any legal claim arising out of or relating to this agreement or the relationships among the parties hereto shall be



resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered into and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award, and any such suit may be brought only in Federal District Court, or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, and/or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

7. **CLASS ACTION WAIVER:** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, 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, 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.**

SAMPLE



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