



Home Warranty Service Agreement

RESIDENTIAL PROPERTY PROTECTION PLAN

TERMS AND CONDITIONS

CONGRATULATIONS!

Thank You for Your purchase of Toco Home Warranty. We are delighted at Your confidence and trust in Our commitment to serve You with Your Home protection needs. Please read this Service Agreement to learn about what's covered.

Please Note: Certain items and events are not covered by this Contract. Please refer to section F. COVERED ITEMS and any "NOT COVERED" items listed on pages [5 – 24] as well as all items listed in section J. EXCLUSIONS on pages [25-27] of this document.

A. HOME WARRANTY SERVICE AGREEMENT

This Home Warranty Service Agreement ("Agreement," "Service Contract," "Contract") is administered by AssureSolv LLC, 10016 Laureate Way, Bethesda, MD 20814; [888-564-2207] ("Administrator"). **In Florida: this Agreement is administered by Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (833) 848-0672; License # 49123 ("Administrator").** Throughout this Agreement, the words "You," and "Your" refer to the Agreement Holder. The words "We," "Us," "Our," "Obligor," "Provider" refer to Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097. **In Florida: License # 49123.**

This is a Service Contract, not an insurance policy. This Agreement is intended to provide protection against the cost of repairing a Breakdown ("Failure") of specific Covered Items within Your Covered Residence (see Section C. COVERAGE). "Breakdown" or "Failure" means the inoperability of a Covered Item because of a mechanical, electrical or electronic malfunction due to normal wear and tear which occurred during normal use of the Covered Item within Your Home. During the Coverage Period (see Section E. TERM), Our Administrator will arrange, or authorize You to arrange, for an Authorized Service Provider ("Service Provider") to repair or replace the covered equipment and systems ("Covered Items") in accordance with the terms and conditions of this Agreement. **The Covered Items must be located within the perimeter of the main foundation of the Covered Residence ("Home") as of the Effective Date of this Agreement.**

Throughout this Agreement, the words "Service Provider," "Authorized Service Provider" means an independent contractor that is hired to perform the covered repairs provided to You under this Contract. **We, and Our Administrator, assume no liability for any consequential damage to any product or property resulting from the rendering of covered repairs.** Any claims for consequential damage must be filed against the Service Provider. Please read this Agreement carefully to determine and understand Your rights, duties, and what is and is not covered.

B. TO OBTAIN SERVICE

For service to be performed under this Agreement, You must notify Our Administrator as soon as the problem is discovered by making a claim online 24 hours a day at [<https://portal.assuresolv.com>] or by calling [888-564-2207]. Customer service representatives are available [9 am to 5 pm EST, closed on weekends and holidays]. All service work covered by this Agreement must be performed by a Service Provider and approved by Us in advance. **The Administrator will not reimburse You for services performed without their prior authorization.** Unless You are authorized by the Administrator to arrange for Your own Service Provider, the Administrator will make their best efforts to contact a Service Provider within twelve (12) hours during



normal business hours and within forty-eight (48) hours on weekends, holidays, and the days they are closed. The Service Provider will contact You to schedule a mutually convenient appointment during normal business hours.

You are obligated to provide information relating to the cause, nature, and timing of any Breakdown at the time of making a request for service under this Agreement. In accordance with this Agreement, We will repair or replace the Covered Items at Your eligible Home under the following conditions: (a) The Covered Item(s) are properly installed, systems are compatible, and properly maintained throughout the Agreement Term; (b) Located within the confines of the main foundation of the Home or garage **(with exception to the exterior air conditioner, water line, sewer line, electric line, gas line, well pump, septic tank, pool or spa equipment, and backup generator)**; (c) The Covered Item(s) are in good, safe, and proper working order on the Effective Date of this Agreement; (d) The Covered Item(s) become inoperative from normal use of the product after the Effective Date; (e) Are classified by the manufacturer as residential **(We do not cover products classified as commercial)**; (f) Are not covered by any other entity such as manufacturer, distributor, builder, any other extended warranty, or homeowner's insurance policy; (g) Are reported during the Term of this Agreement; (f) Any applicable Deductible for the Covered Item(s) has been paid by You; and (g) The Agreement is either paid in full or You are up to date on all of Your monthly [installment] payments.

All covered repairs will be serviced by an Authorized Service Provider. Whether Your Covered Item(s) are to be repaired or replaced is entirely within the discretion of the Administrator.

You will be required to pay the Deductible at the time of claim. Refer to Section F. COVERED ITEMS for the exact amount of Your Deductible per Covered Item.

After the Service Provider's diagnosis, if it is determined that coverage under this Agreement does not apply, or no Breakdown is discovered, You are required to pay the Service Provider directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

In the event work performed under this Agreement should fail during the guaranty period [ninety (90) days on parts and thirty (30) days on labor], the Administrator will arrange for the necessary repairs without requiring You to pay a Deductible, so long as this Agreement is still in effect at the time of the covered Failure.

C. COVERAGE

1. Coverage includes the items stated as covered and is subject to the limitations, exclusions, and provisions stated in this Agreement. It covers a Breakdown, during the Term (as defined in Section E. TERM) of this Agreement, resulting from normal wear and tear of Your covered Home

2. Items covered include the following:

a. Appliances

- Built-in Microwave
- Range/Oven/Cooktop
- Refrigerator (including Icemaker)
- Dishwasher
- Clothes Washer



- Clothes Dryer
- Built-in Instant Hot/Cold Water Dispenser
- Water Heater
- Garbage Disposal
- Trash Compactor
- Ice maker
- Wine Cooler

b. Home Systems

- Air Conditioning/Cooling System (5-ton capacity)
- Central Heating System
- Garage Door Opener
- Interior Electrical System
- Interior Plumbing System
- Ceiling Fan
- Door Bell System
- Exhaust and Attic Fans (Built-in)
- Kitchen Exhaust Fan
- Thermostat

c. Optional Add-On Items

- Secondary Refrigerator
- Freestanding Freezer
- Central Vacuum System
- Air Conditioning/Cooling System (5-ton capacity)
- Swimming Pool and Built-in Spa Equipment
- Well Pump
- Septic System
- Water Leaks

D. AGREEMENT FEES & PAYMENTS

1. The Agreement Purchase Price is the payment by You for the purchase of the Home Warranty for Your Home (see Section H. ELIGIBILITY).

2. There are two (2) types of Payment Plans for this Agreement:

a. **Paid In Full.** You pay the full amount of the Full-Pay Agreement Purchase Price on or before the Effective Date.

b. **Monthly Installments.** The full amount of the Monthly-Pay Agreement Purchase Price will be billed to You in twelve (12) monthly installment payments for the duration of the Agreement Term, unless this Agreement is non-renewed or cancelled as described in Section G. CANCELLATION, in which case billing will cease. Each month during the term of this Agreement You will be charged for the cost of this Agreement on the credit or debit card provided at the time of purchase. Nonpayment by You will result in cancellation of the Agreement as set forth in Section G. CANCELLATION. It is Your responsibility to



maintain a valid credit card or bank account information with the seller to process payments, failure to do so may cause Your Agreement to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred.

E. TERM

The Term begins ("Effective Date") upon receipt of Your payment of the Agreement Purchase Price. Note: If paying in monthly installments, the Agreement will begin upon Our receipt of Your first monthly installment payment. The Agreement will expire one (1) year from the Effective Date.

There is an initial period of thirty (30) days during which You will not be able to file a claim under this Agreement ("Waiting Period"). Your plan becomes effective after the Wait Period is over, which is thirty (30) days after the Effective date of the Agreement. The Waiting Period does not apply to any continuously uninterrupted renewal Term(s) under this Agreement.

If You had a home inspection performed on the Home by a professional home inspector no greater than thirty (30) days prior to purchasing this Agreement, We, at Our sole discretion, reserve the right to waive the Waiting Period. Your plan becomes effective upon payment of the Agreement Purchase Price. You will be required to provide Us with a copy of the Home Inspection Report at the time of making a claim. You can upload Your Home Inspection Report at any time by visiting [<https://portal.assuresolv.com>].

Renewal. The Term begins ("Effective Date") upon the elapse of the prior Agreement Term and upon receipt of Your Payment of the Agreement Purchase Price prior to the elapse of the Term of the prior Agreement. Note: If paying in monthly installments, the Agreement will begin upon Our receipt of Your first monthly installment payment. The Agreement will expire one (1) year from the Effective Date unless cancelled (see Section G. CANCELLATION).

Should there be any updates/changes to the terms and conditions of this Agreement, such updates/changes will be applicable to new and renewed Agreements only, and not any existing Agreement. Following the expiration of the initial Term for which this Agreement is issued, We may cancel this Agreement, or not provide a renewal, if there has been a change in laws or regulations that has a material effect on Our business or Our ability to fulfill obligations under this Agreement.

F. COVERED ITEMS

This Agreement provides coverage only for those items specifically listed as being covered in Section C. COVERAGE of this Agreement and excludes all other items. We agree to repair or replace modules, components, and parts identified herein for the specific items if they Breakdown during the Term of this Agreement subject to the terms and conditions of this Agreement. **The Administrator reserves the right to replace items with new or factory refurbished items, and rebuild a part or component, or replace with a rebuilt part or component.**

1. Built-In Microwave Oven

COVERED: Electric timer; transformer; magnetron tube; door latch; touch tone panel; interior lining; clocks; and shelves.



NOT COVERED: Door glass; countertop units; rotisseries; cooking accessories; removable trays and accessories, lights, panels, and cabinetry; toaster units; units connected to a wall oven, and turntables; doors; hinges and latch assemblies; handles; glass; knobs; lights; clocks (unless they affect the cooking function of the unit); meat probe assemblies; racks and trays; interior linings/walls; arcing; vent and all hoods; trim kits and built-in kits; seals; noises; and portable or counter-top units; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Term of the Agreement for access, diagnosis, repair, or replacement of a built-in microwave oven.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a built-in microwave oven.

2. Range, Oven & Cooktop

COVERED: Burners; control boards; thermostats; broilers; temperature controls; heating elements; igniter; ignition module; spark igniters; elements; burners; over range exhaust fan; thermostat; wiring; igniters; clocks; rotisseries; racks; handles; knobs; interior lining; other related components and parts to a built-in range/oven; and sensor-heat burners will be replaced with standard burners.

NOT COVERED: Clocks (unless they affect the function of the oven); meat probe assemblies; rotisseries; racks; door hinges; springs; gasket; seal; vent and all hoods; handles; knobs; dials; interior lining; noise; sensi-heat burners; light sockets; light bulbs; indoor barbecue; removable accessories; and pre-existing conditions.

LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of the range, oven, or cooktop combined.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a range, oven, or cooktop.

3. Refrigerator (including Icemaker)

COVERED: Control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; [built-in beverage and ice dispenser, ice maker, ice crusher, including necessary equipment, water lines and valve to ice maker;] pressure switches; relays; contactors; start assist; and thermistors.

NOT COVERED: Any removable component (which does not affect the primary function); interior thermal shells/insulation; freezers that are not built-in units or an integral part of the refrigerator; multimedia center and internet connection components; wine coolers/refrigerators/kegerator; filters; sealed system; walk-in units; structural components; [beverage and ice dispensers;] panel and cabinetry; drawers; external thermostats; wine cooler and/or refrigerator; racks; shelves; glass; lighting; handles; doors; door seals; hinges, springs, and gaskets; [ice makers; ice crushers; beverage dispensers and their respective equipment; water lines and valve to ice maker;] line restrictions; leaks of any kind; maintenance; food spoilage; water damages; and noise without a related mechanical failure; and pre-existing conditions.



LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered refrigerator. The refrigerator must be located in the kitchen. Additional coverage must be purchased for Refrigerator Built-In Units with Dual Compressors. See Optional Coverage (in Section 32 of this Agreement related to Refrigerator Dual Compressor).

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a refrigerator.

4. Dishwasher

COVERED: Timers; motors; control board; switches; temperature control; heating elements; hinges and latches, wash arms, fill valves, spray arm, drain pump, and lines; pump; and racks, baskets, and rollers.

NOT COVERED: Racks/rollers; panels; cabinetry; effectiveness of cleaning; valves clogged by sediment or lime buildup; interior tub leaks; doors; door seals; hinges and locks; springs; gaskets; handles; glass; knobs; racks, trays, soap dispensers; and baskets; damage caused by broken glass; water damages; noise without a related mechanical failure; maintenance and cleaning; commercial units; and portable units; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered dishwasher.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a dishwasher.

5. Clothes Washer

COVERED: Motors, pumps, timers, wiring, relays and switches, belts, hoses, thermostats, heating elements and burners, gas valves, and pulleys.

NOT COVERED: Plastic mini-tubs, filter screens, drawers, soap dispensers, filter screens; knobs, dials, latch assemblies; warping; venting, door seals, panels, cabinetry, doors, door seals and hinges, glass, glass/plastic door; touch pads; leveling and balancing, damage to clothing, commercial units, noise without a related mechanical failure, water damages; conditions of water flow restrictions due to scale, rust, minerals, and other deposits; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of the clothes washer.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a clothes washer.

6. Clothes Dryer

COVERED: Drain pumps; control boards; gas vales; heating elements; igniters; thermostats; fuses; wire harness; ignition modules; tub assembly; tub bearings; and motor bearings.



NOT COVERED: Venting; lint screens; dryer cabinet; fragrance/humidity center; hangers, shelves, rods, hooks, and cabinet liner; racks; drawers; knobs and dials; touch pads; doors, door seals, and hinges; glass; leveling and balancing; warping; latch assemblies; noise without a related mechanical failure; damage to clothing; odors; conditions of air flow restriction due to a lack of maintenance and/or clogged lint screens; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the effective date of the Agreement for access, diagnosis, repair, or replacement of the clothes dryer.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a clothes dryer.

7. Built-in Instant Hot/Cold Water Dispenser

COVERED: Repair or replacement of components and parts that malfunction due to normal wear and tear.

NOT COVERED: Cosmetic or physical damage; removable accessories or free-standing units; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the effective date of the Agreement for access, diagnosis, repair, or replacement of the built-in instant hot/cold water dispenser.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a built-in instant hot/cold water dispenser.

8. Water Heater

COVERED: Circulatory pumps and domestic hot-water coils attached to boilers but **excluding solar and heat recovery units (80-gallon maximum capacity for both gas and electric water heaters)**; tankless, direct vents; power vents; and water leaks

NOT COVERED: Solar and oil-fired water heaters, anode rods; color or purity of water; noise; heat recovery units; stands; permits; code upgrades; flue repairs; piping; gas stop; Y&P discharge line; insulation; sediment build-up; ancillary holding or storage tanks; fuel storage tank; energy conservation unit; noise without a related mechanical failure; permits; code upgrades; flue repairs; water heaters exceeding 80-gallon maximum capacity; water damages; ancillary holding or storage tanks; fuel storage tank; energy conservation unit; thermal and all expansion tanks; and pre-existing conditions.

LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered water heater, including returning access openings to a rough finish.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a water heater.

9. Garbage Disposal

COVERED: Motor; switch; shredder; impellers; stopper switch.



NOT COVERED: Removable accessories, water damages; drain lines and pipes connected to garbage disposal and unclogging and jammed garbage disposal; and pre-existing conditions.

LIMITS: We will pay up to \$250 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of covered garbage disposal.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a garbage disposal.

10. Trash Compactor

COVERED: Motor; drive gear/chain; motor and drive sprockets; master link; control panel; rollers; and ram.

NOT COVERED: Lock and key assemblies; removable buckets; foot pedal; removable accessories; and pre-existing conditions.

LIMITS: We will pay up to \$250 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered trash compactor.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a trash compactor.

11. Freestanding Ice maker

COVERED: Belts; compressor; condensers; control timers; defrost heaters; electronic components; evaporators; fan motors; hoses; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; thermostats; water valves.

NOT COVERED: Any and all commercial units or commercial grade units; latch assemblies; hinges; noise; touch pads; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for diagnosis, repair, or replacement for access, diagnosis, repair, or replacement of a covered freestanding icemaker, including returning access openings to a rough finish. We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a freestanding icemaker.

12. Freestanding Wine Cooler

COVERED: Condenser; defrost heating element; thermostat; fuse; relay; transformer; motor; compressor; timer; fan control; bearings; pump motor; switches; electrodes; semi-conductors; rectifiers; valves; and electronics circuits.

NOT COVERED: kitchen refrigerator; insulation; racks; shelves; lights; beverage dispensers and respective equipment; defrost drain tubes; gaskets; seals; doors; ice makers and controls; filters; door handle;



food/beverage spoilage and refrigerant capture; reclaim and disposal; media centers; cosmetic issues such as scratches, dents or chipping; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered freestanding wine cooler.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a freestanding wine cooler.

13. Air Conditioning/Cooling System

COVERED: Mechanical parts and components of all centrally ducted air conditioning systems with five (5) ton capacity or less, heat pump systems or evaporative (swamp) cooler units; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; (freon) gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant piping interior to the unit (excluding interconnecting line sets and geothermal piping); refrigerant filter dryer; relays; reversing valves; switches and controls; and thermostats.

NOT COVERED: Humidifiers and electronic air cleaners; condensate drain pans, pumps, and lines; filters (including electronic/electrostatic and deionizing filter systems); heat recovery unit; interconnecting refrigerant (freon) gas lines/line sets (external of the equipment); panels and/or cabinetry; roof jacks or stands; asbestos insulated piping; outside or underground piping; stopped up drain lines; structural components; humidifiers; zone control systems, or custom control systems; flues and vents; well pumps; water source heat pump; water pumps and lines (external of the condenser unit); remote controls; wall units; legally mandated diagnostic testing when replacing heating or cooling equipment; window units; mismatched systems; water cooling towers; noise without a mechanical related failure; general maintenance and cleaning; gas systems, including ammonia systems; and chillers, chiller components, water lines, chilled water systems; water damages; and air conditioning/cooling systems other than electrical or gas systems; and pre-existing conditions.

LIMITS: We will pay up to \$3000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of Air Conditioning/Cooling Systems, including returning access openings to a rough finish. Coverage is only available on Air Conditioning Systems not exceeding a five (5) ton capacity and designed for residential property applications. If Your Covered Item includes coverage for refrigerant, We will pay \$10 per pound, up to a maximum of \$150 per claim.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for an air conditioning/cooling system.

14. Central Heating

COVERED: Condenser fan motors; compressors; condensers thermostats; capacitors; relays; contactors; pressure switch; thermistor; cut-in switches; transformers; inducer motors; defrost boards; blower motors; heating elements; igniters; ignition modules; burner assembly; pressure switches; and thermocouple.

NOT COVERED: All heating systems other than gas or electric, including components and parts related; zone systems; wall units or the components thereof; air cleaners; humidifiers; flues, liners, and chimneys;



coils; filters; electric baseboards heat, space heaters, fireplaces, grain, pellet, or wood heating units and key valves; free-standing or portable heating units; fuel storage tanks, lines, and filters; built-in heat lamps; heat exchanger; cleaning and re-lighting of burners; outside or underground piping; ductwork or piping and pumps; maintenance and cleaning; panels and/or cabinetry; pressure regulators; registers/grills; legally mandated diagnostic testing when replacing heating or cooling equipment; stopped up drain lines; noise without a mechanical related failure; structural components; and pre-existing conditions.

LIMITS: We will pay up to \$3000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of Heating Systems including returning access openings to a rough finish.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a heating system.

15. Garage Door Opener

COVERED: Single primary mechanical screw, belt, or chain driven unit as follows: motor; wiring; receiver board; relays; switches and sensors; and drive trains.

NOT COVERED: Garage Doors; batteries; damage caused by door malfunctions; remotes; light bulbs; all door assemblies including door panels, tracks, rollers, hinges, cables, and springs; guides; noise; frequency interference; lights; sending units; exterior mounted keypads; and transmitters; and pre-existing conditions.

LIMITS: We will pay up to \$250 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered garage door opener.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a garage door opener.

16. Interior Electrical System

COVERED: Mechanical parts or components as follows: general line voltage wiring (repair only); light switches and receptacles; breakers; outlets; junction boxes; and ground fault interrupters.

NOT COVERED: Alarm systems; burglar, fire, and smoke alarms; batteries; direct current (DC) wiring and systems; doorbells and chimes; exterior wiring and components (except main panels mounted to the exterior wall); exhaust fans; light bulbs; permits and code upgrades; chandelier; load control devices; low voltage systems including wiring and relays; electrical generation systems; face plates; telephone systems; audio/video/computer/intercom wiring or cable; timers; touchpad assemblies; remote controls; circuit overload; garage door openers; utility meter base pans. Failures, damage, and conditions caused by flood, fire, water, inadequate wiring capacity, attic/exhaust fans; circuit overload, power failure/shortage or surge, and corrosion caused by moisture; wire tracing; crushed ductwork; and improperly sized ductwork/duct system; and pre-existing conditions.

LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of covered electrical systems.



DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for an interior electrical system.

17. Ceiling Fan

COVERED: Motor.

NOT COVERED: Ceiling fan box and house wires; hanger ball, mounting bracket, down rod, canopy, bracket, drawstring, and blades; light kits and remote transmitters; attic, bathroom, and/or whole house exhaust fans; light bulbs; noise; remote controls; wall fans; removable accessories; and pre-existing conditions.

LIMITS: We will pay up to \$300 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered ceiling fan.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a ceiling fan.

18. Interior Plumbing Systems

COVERED: Mechanical parts and components of the following: interior hose bibs; angle stops; risers; p-trap; shower and tub valves; gate valves; waste and stop valves; faucets and fixtures.

NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the lowest floor of the Home (under the foundation or in a crawl space); breaks in/collapse of water, waste, drain, or vent lines; any damage caused by freezing or roots; faucets and fixtures if damage is due to calcification; bathtubs and showers; shower enclosures and base pans; showerheads; shower arms; sinks; toilets, toilet tanks, toilet lids and seats; caulking or grouting; color or purity of the water in the system; noises; water softeners; pressure regulators; inadequate or excessive water pressure; flow restrictions in fresh water lines caused by scale, rust, minerals and other deposits; corrosion or chemical deposits; exterior hose bibs; polybutylene plumbing; water supply lines to the refrigerator; holding, storage and pressure tanks; pressure regulating devices; laundry tubs; bidets; jet plumbing; indoor/outdoor sprinkler systems; booster pumps; conditions of electrolysis; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs or diagnosis; septic tanks and systems in or outside of the Home; sewage ejector pumps; sewer and water laterals; wells and well pumps; solar systems; water conditioning equipment; main shut off valve; water damage; water filters; water purification systems; whirlpool bathtub, spas, saunas or steam rooms and their respective plumbing and mechanical components; and pre-existing conditions.

LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered plumbing system. **We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.**

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for an interior plumbing system.

19. Doorbell System

COVERED: hardware; connector and adaptor.



NOT COVERED: Batteries; intercom systems; and pre-existing conditions.

LIMITS: We will pay up to \$300 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered doorbell.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a doorbell.

20. Exhaust and Attic Fan (Built-in)

COVERED: Motor for all built-in exhaust, bathroom, attic, and whole house fans.

NOT COVERED: Blades, housing and ventilation duct; performance related to efficiency of fans and/or system; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of built-in exhaust fans.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a built-in home exhaust system.

21. Kitchen Exhaust Fan

NOT COVERED: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered kitchen exhaust fan.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a kitchen exhaust fan.

22. Thermostat

COVERED: Thermostat.

NOT COVERED: Pre-existing conditions.

LIMITS: We will pay up to \$300 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered thermostat.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a thermostat.

23. Secondary Refrigerator (Optional Add-On)



COVERED: Control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; [built-in beverage and ice dispenser, ice maker, ice crusher, including necessary equipment, water lines and valve to ice maker;] pressure switches; relays; contactors; start assist; and thermistors.

NOT COVERED: Any removable component (which does not affect the primary function); interior thermal shells/insulation; freezers that are not built-in units or an integral part of the refrigerator; multimedia center and internet connection components; wine coolers/refrigerators/kegerator; filters; sealed system; walk-in units; structural components; [beverage and ice dispensers;] panel and cabinetry; drawers; external thermostats; wine cooler and/or refrigerator; racks; shelves; glass; lighting; handles; doors; door seals; hinges, springs, and gaskets; [ice makers; ice crushers; beverage dispensers and their respective equipment; water lines and valve to ice maker;] line restrictions; leaks of any kind; maintenance; food spoilage; water damages; and noise without a related mechanical failure; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered secondary refrigerator.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a secondary refrigerator.

24. Freestanding Freezer (Optional Add-On)

COVERED: Belts; compressor; condensers; control timers; defrost heaters; electronic components; evaporators; fan motors; hoses; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; and thermostats.

NOT COVERED: Ice and beverage dispensers; buckets; commercial units; drawers; door seals; drip pans; filters and screens; food spoilage; ice maker; interior lining; internal shelves; knobs and handles; light bulbs and fixtures; latch assemblies; touch pads; water valves; lock and key assemblies; panels and/or cabinetry; racks; removable mini-tubs or buckets; noise; hinges; secondary units; shelves; springs; stopped-up drain lines; structural components; cosmetic problems, such as chipping, dents, or scratches; trays; venting; and water flow restrictions due to mineral deposits, such as, but not limited to, lime; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of one covered freestanding freezer.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a freestanding freezer.

25. Central Vacuum System (Optional Add-On)

COVERED: Motor and drive train.

NOT COVERED: Hoses; removable attachments; clogged pipes; maintenance-related breakdowns; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for diagnosis, repair, or replacement of a central vacuum system, including returning access openings to a



rough finish. **We are not responsible for the cost of gaining access to or closing access from the floor or walls either to locate the cause of Breakdown or to affect repair or replacement.**

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a central vacuum.

26. Air Conditioning/Cooling System (Optional Add-On)

COVERED: Mechanical parts and components of all centrally ducted air conditioning systems, heat pump systems, or evaporative (swamp) cooler units; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; (freon) gas lines interior to the unit; internal system controls; internal wiring; motors (**excludes dampers**); refrigerant piping interior to the unit (**excluding interconnecting line sets and geothermal piping**); refrigerant filter dryer; relays; reversing valves; switches and controls; and thermostats.

NOT COVERED: Humidifiers and electronic air cleaners; condensate drain pans, pumps, and lines; filters (including electronic/electrostatic and deionizing filter systems); heat recovery unit; interconnecting refrigerant (freon) gas lines/line sets (external of the equipment); panels and/or cabinetry; roof jacks or stands; asbestos insulated piping; outside or underground piping; stopped up drain lines; structural components; humidifiers; zone control systems, or custom control systems; flues and vents; well pumps; water source heat pump; water pumps and lines (external of the condenser unit); remote controls; wall units; legally mandated diagnostic testing when replacing heating or cooling equipment; window units; mismatched systems; water cooling towers; noise without a mechanical related failure; general maintenance and cleaning; gas systems, including ammonia systems; and chillers, chiller components, water lines, chilled water systems; water damages; and air conditioning/cooling systems other than electrical or gas systems; and pre-existing conditions.

LIMITS: We will pay up to \$3000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of the add-on air conditioning/cooling systems, including returning access openings to a rough finish. Coverage is only available on air conditioning systems not exceeding a five (5) ton capacity and designed for residential property applications.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for an air conditioning/cooling system.

27. Swimming Pool and Built-in Spa Equipment (Optional Add-On)

COVERED: Coverage applies to above ground, accessible, working components, pumping, and filtration system as follows: pump; motor; filter; filter timer; gaskets; blower; timer; valves, limited to back flush, actuator, check, 2-way, and 3-way valves; relays and switches; pool sweep motor and pump; and above ground plumbing pipes and wiring.

NOT COVERED: Portable or above ground spas, and pools; automatic feeders and chemicals; chlorinators, and ionizers; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (e.g., cartridges, grids and sand); heater; lighting; pop-up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; auxiliary pumps; skimmers; liners; salt water generators and components; remote control systems; noise; pool sweeps; ornamental fountains, waterfalls and their pumping systems; lights; solar heaters and related components; freon reclamation; disposable filtration mediums; structural and/or cosmetic defects; fill line and fill



valves; liner or shell of the pool; heat pump; underground water, gas, and electrical lines; dehumidifiers; timer systems; underground and/or concrete encased plumbing; pool cover and related equipment; damage due to lack of general maintenance or improper chemical balance; jets; electronic/computerized controls and/or control panels; fuel storage tanks; multi-media centers; cost of access to make repairs or replacements are not covered; and pre-existing conditions.

LIMITS: We will pay up to \$1000 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of a covered swimming pool and spa.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a swimming pool and spa.

28. Well Pump (Optional Add-On)

COVERED: Permanently installed well pump utilized as the main source of water to the Home, including pressure switch, pressure gauge, and check valve.

NOT COVERED: Sewage ejector pump; backup power assemblies; any unit located outside the perimeter of the foundation, or below the lowest floor of the Home (not limited to but includes under the foundation of the Home or within a crawl space); well pump and well pump components for geothermal and/or water source heat pump; holding or storage tanks; pressure tanks; failure attributed to well impurity; damage due to low water table; contamination or lack of water; above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing; well casings; pressure switches not located on the pump; holding, booster pumps; re-drilling of wells; joint wells; excavation or other charges necessary to gain access to remove and/or repair well pump system; systems used partially or wholly for irrigation or agricultural purposes; and pre-existing conditions.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the Effective Date of the Agreement for access, diagnosis, repair, or replacement of covered well pump.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for well pump.

29. Septic System (Optional Add-On)

COVERED: Sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house.

NOT COVERED: Tanks, leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, cesspool, clean out, pumping, stoppages or roots that prevent the effective use of any externally applied sewer machine cables, chemical treatment of the septic tank and/or sewage lines, disposal of waste, and mechanical pump or systems (such as sewage grinder pumps and lift stations).

LIMITS: We will pay up to \$500 per each twelve (12) month period from the effective date of the initial contract for access, diagnosis, or clearing of stoppage of a covered septic sewage ejector pump.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for the septic sewage ejector pump.



30. Water Leaks (Optional Add-On)

COVERED: Repair of leaks and breaks in water lines, toilet flanges, waste lines, drain lines, or vent lines within the perimeter of the main foundation of the home.

NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the lowest floor of the Home (under the foundation or in a crawl space); water supply lines to the refrigerator, washer or dishwasher; any damage caused by freezing, roots or a foreign object; collapse of water, waste, drain or vent lines; polybutylene plumbing; improper installation or repair or unworkmanlike plumbing; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs or diagnosis; pre-existing conditions. Note: We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like or any subsequent damage caused by a water leak.

LIMITS: We will pay up to \$500 per each twelve (12) month period from the effective date of the initial contract for access, diagnosis, or repair of water leaks.

DEDUCTIBLE: You will pay \$75 during the Term of the Agreement for each claim for a water leak.

G. CANCELLATION

The right to cancel this Agreement is not transferable and shall apply only to the original purchaser of the Agreement.

Cancellation by You: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You ordered the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received, and less an administrative fee of [forty-five dollars (\$45)]. If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages, and/or benefits received, and less an administrative fee of [forty-five dollars (\$45)].

Cancellation by Us: This contract may be canceled by Us and/or We can refuse to renew the Agreement at any time for the following reasons: (a) the nonpayment of Agreement Purchase Price; (b) mutual agreement of Us and You; or (c) fraud or misrepresentation by You and/or Your representative of facts material to issuance of this Agreement. If You and/or Your representative either threatens to harm or actually harms the safety or well-being of (i) Us; (ii) any of Our employees; (iii) a Service Provider; or (iv) any of Our or the Service Provider’s property, You will be in breach of this Agreement, and We may refuse to provide service to You and may cancel this Agreement. If We cancel this Agreement for any of the reasons listed herein, other than Your nonpayment, You shall be entitled to a pro rata refund of the paid Agreement Purchase Price for the unexpired Term, less: (a) an administrative fee of [forty-five dollars (\$45)]; and (b) any service (and claims) costs that were incurred by Us. If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Agreement Purchase Price paid by You.



H. ELIGIBILITY

This Agreement covers a single-family residence, including a condominium, townhouse or villa, or a multi-family property of two (2) to four (4) units (duplex, triplex, or fourplex) used solely for residential purposes. Note: Whether or not this Agreement covers a condominium unit, or any multifamily dwelling (e.g., duplex, triplex, or fourplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit.

The following are not eligible for coverage under this Agreement: (a) Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered. (b) Homes listed in any historical register are not covered. (c) No common area items or items shared by non-warranted units will be covered by this Agreement.

I. LIMITS OF LIABILITY

a. This Agreement provides coverage for the Breakdown of only those items listed in Section F. COVERED ITEMS.

b. This Agreement covers refrigerant (freon). We will pay up to [ten (\$10) dollars] per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of [ten (\$10) dollars] per pound. **The maximum We will pay for refrigerant (freon) per claim is one-hundred and fifty (\$150) dollars.**

c. Subject to the specific item limitations listed above in Section F. COVERED ITEMS all limitations are less the Deductible fee applicable for the corresponding Covered Item.

d. Our liability does not exceed \$15000 in aggregate per each twelve (12) month period from the Effective Date of the Agreement.

e. We are not liable to match specific features, dimensions, colors, or brand names. Once We provide reimbursement, coverage for that item will be deemed fulfilled for the remainder of the Agreement Term. **In cases where parts are not readily available, Our obligation is limited to cash, in lieu of the repair or replacement, not to exceed the cost of the repair or the remainder of limits set forth in Section F. COVERED ITEMS for each Covered Item, whichever is less. Please note that all pre-approved reimbursement of itemized costs or payment back in lieu of repair, or replacement is subject to the limitations set forth in Section F. COVERED ITEMS for each Covered Item.**

J. EXCLUSIONS

The following items listed below are excluded from coverage under this Agreement. Please Note: Any “Examples of not covered” are not meant to be all-inclusive and are provided for illustration purposes only. They do not limit our right to decline coverage for items not specifically mentioned within the Example and should not in any way be deemed an expansion of Covered Items.

a) **This Agreement does not cover system replacements necessitated due to missing or illegible model and/or serial numbers. In such situations We will issue a payment equal to the industry standard**



for the required repairs or the replacement value of the unit's current worth as though it were in operating condition.

b) This Agreement does not cover failures which may result from other causes, such as without limitation: abuse or misuse; improper installation; improper or insufficient maintenance; failure to clean; neglect; impact damage; physical damage; lightning strikes; missing parts; animal, pet and/or pest damage; casualty; Acts of God; structural and/or property damage; structural changes; flood; smoke; earthquake; freeze damage; fire; electrical failure or surge; water damage; mud, soil movement, storms, accidents, or failure due to excessive or inadequate water pressure; accidents; war; nuclear explosion; acts of terror; reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.

c) We are not responsible or liable for repairs conditions or replacement caused by chemical or sedimentary build up; and related to inadequacy, lack of capacity, misuse, improper installation, previous repair or design, manufacturer's defect, and any modification to the Covered Items. We do not perform routine maintenance. You are responsible for performing and providing routine maintenance and cleaning on Covered Items as specified by the manufacturer to ensure continued coverage on such items. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing.

d) Items are not covered if they are: illegal or in violation of applicable laws and/or regulations; mismatched (including but not limited to: systems with incompatible components with different capacity ratings; and/or different brands); modified from the original manufacturer design or application; under factory recall due to manufacturer defect or class action lawsuit; improperly installed; or located outside the perimeter of the main foundation (e.g., outside the outer load bearing walls of the structure) or below the slab, basement floor, crawl space, or the lowest floor of the Home.

e) This Agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations (such as 13 SEER federal mandate effective January 23, 2006). If a system, appliance, or component is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, appliance, or component is not covered by this Agreement.

f) We are responsible when repairing or replacing covered systems to maintain compatibility with equipment manufactured to be 13 SEER or 7.7 HSPF compliant, or compliant with any higher SEER or HSPF requirements. We are not responsible or liable for components, parts or equipment required due to: (a) the incompatibility of the existing equipment with the replacement system or appliance or component or any part thereof; or (b) any 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, unless You have purchased additional coverage for the replacement of otherwise functional components of an HVAC system necessary to maintain the compatibility requirements of the manufacturer of the replacement equipment. We are not responsible or liable for the cost of construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment.



- g) This Agreement does not cover: fees associated with the removal and disposal of old systems, appliances and components; or losses or other costs, including, but not limited to, disposal fees arising from hazardous or toxic material, asbestos, costs associated with any upgrades; systems and appliances that were not present and/or not properly installed and/or connected in the Home at time of service will not be subject to coverage; or modifications to comply with federal, state, local law, code, regulation, or ordinance and any building or zoning permits that are deemed necessary.
- h) This Agreement does not cover repair or replacement of items or components therein classified by the manufacturer as commercial grade.
- i) We will not contract to perform service nor pay costs involving hazardous or toxic materials including, but not limited to, asbestos, lead paint, and sanitation of sewage spills.
- j) This Agreement does not cover (a) fees associated with use of cranes or other lifting equipment required to service roof-top heating or air conditioning units; or (b) excavation or other charges associated with gaining access to the well pump.
- k) We are not liable for charges incurred to gain access to items in situations where there is inadequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, personal property, counter tops, tiling, paint, or the like. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, We not responsible for restoring such openings, items, or property. We are not responsible for the repair of any cosmetic defects. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available.
- l) We are not responsible for additional fees the Service Provider may charge related to additional manpower or additional equipment (e.g. a crane) required to repair or replace an item in any other area not readily accessible.
- m) We are not responsible or liable for delays or failure caused by or related to: any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or Service Providers to the covered Home due to lack of or inhibited serviceability, such as but not limited to required use of ferries or barges and/or remote locations.
- n) We are not responsible for damage that results from a Service Provider's service, delay in service or neglect in providing services. We are not responsible for incidental and/or consequential loss or damages resulting from the failure of any item including, without limitation, food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage. In no event shall We or any of Our associates be held liable for any personal injury, death or extraneous damages directly or indirectly caused by any item covered by this Agreement.
- o) Should any item covered by this Agreement be covered by insurance, warranties or guarantees, including but not limited to a manufacturer's, contractor's, builder's, distributor's, or in-Home warranty, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a claim covered by this Agreement is also covered by an insurance policy, warranty, other service contract, or manufacturer's recall, We shall pay only for the amount of the cost to repair or replace such Covered



Items in excess of the amount due from that other insurance, warranty, or service contract. Our limit shall not exceed the limit for the Covered Item. We do not reimburse any deductible You are required to pay for the other insurance, warranty, or service contract. Our coverage is secondary to such insurance, warranties, or guarantees.

p) If You authorize or perform any improper alterations, installations or repairs or improperly modify any item covered by this Agreement, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such item(s).

q) Consumable items are not covered. Consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed during the life of the item, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to, bulbs or light bulbs or lamps, batteries and gases.

r) We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

K. GENERAL PROVISIONS

a) **Transfer of Agreement.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at Our discretion to the new owner of the covered property. If You'd like to transfer ownership of Your Agreement, please contact the Administrator and they will facilitate the transfer to ensure there is no lapse in service. This Agreement is non-transferable to a new address and is only valid for the original residence. A transfer fee of [fifty dollars (\$50)] will apply.

b) **Waiver.** Should We waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights.

c) **Agreement Issuance.** We reserve the right to refuse the issuance of an Agreement prior to the Agreement Effective Date without reason and issue a refund of paid Agreement Purchase Price.

d) **Abuse of Agreement.** Any abuse of this Agreement by You including, but not limited to, seeking repair of Covered Items not belonging to You, may result in termination of this Agreement.

e) **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for Us, the Issuing Company, and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.

f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement



shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

h) **Titles and Subtitles.** The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

i) **Guaranty:** Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Wesco Insurance Company, Inc. at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

L. STATE SPECIFIC DISCLOSURES

Regulation of service contracts may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

Alabama

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the "First Thirty (30) Days") for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee of twenty-five dollars (\$25). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Arizona

Section G. CANCELLATION, Cancellation by You is amended as follows: In no event will an administrative fee exceed ten percent (10%) of the Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less.

Section G. CANCELLATION, Cancellation by Us, is amended by deleting the following: "If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Agreement Purchase Price paid by You."

Section G. CANCELLATION, Cancellation by Us, is amended as follows: The Agreement may not be cancelled or voided by Us due to acts or omissions of Us, Our Administrator, or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner. In no event will an administrative fee exceed ten percent (10%) of the Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less.



Arkansas

Section G. CANCELLATION is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less an administrative fee of twenty-five dollars (\$25). In no event will the amount of any claims paid or payable be deducted from any cancellation refund. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement, We will refund You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price less the amount of any claims paid or payable. No administrative fee will be charged if We cancel this Agreement. If We cancel this Agreement for nonpayment no refund will be provided.

California

This Residential Service Contract is not available to residents of California.

Connecticut

The following disclosures are added to this Agreement: If the Covered Item is in repair at the time this Agreement expires, the expiration date will be automatically extended until the covered repair is complete. If We are unable to resolve any disputes with You have regarding this Agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Item, the Cost to repair the Covered Item, and a copy of this Agreement.

District of Columbia

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the gross Agreement Purchase Price paid by You or [forty-five dollars (\$45)], whichever is less. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date.



The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement, We will refund You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price fee less the amount of any claims paid or payable and less an administrative fee not to exceed ten percent (10%) of the gross Agreement Purchase Price paid by You or [forty-five dollars (\$45)], whichever is less.

Florida

The following disclosures are added to the Agreement: This home warranty Agreement may not provide listing period coverage free of charge. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Section F. COVERED ITEMS, Item 6. Clothes Washer, NOT COVERED section is amended as follows: We will not exclude coverage because of the presence of rust unless the rust was a contributing cause of the mechanical breakdown or failure of the covered appliance.

Section F. COVERED ITEMS, Item 21. Interior Electrical System, NOT COVERED section is amended as follows: We will not exclude coverage because of the presence of corrosion unless the corrosion was a contributing cause of the failure of the covered system.

Section F. COVERED ITEMS, Item 22. Interior Plumbing Systems, NOT COVERED section is amended as follows: We will not exclude coverage because of the presence of rust or corrosion unless the rust or corrosion was a contributing cause of the failure of the covered system.

Section F. COVERED ITEMS, Item 24. Interior Gas Lines, NOT COVERED section is amended as follows: We will not exclude coverage because of the presence of corrosion unless the corrosion was a contributing cause of the failure of the covered system.

Section F. COVERED ITEMS, Item 34. Freestanding Freezer (Optional Add-On), NOT COVERED section is amended as follows: We will not exclude coverage because of the presence of corrosion unless the corrosion was a contributing cause of the failure of the covered appliance.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason, You shall be entitled to a one hundred percent (100%) refund of the gross Agreement Purchase Price paid by You, less the amount of any claims paid or payable, and less an administrative fee not to exceed five percent (5%) of the gross Agreement Purchase Price paid by You or [forty-five dollars (\$45)] whichever is less. If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the gross Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the pro rata refund amount or [forty-five dollars (\$45)], whichever is less.

Section G. CANCELLATION, Cancellation by Us, is amended with the following: If this Agreement is cancelled by Us for any reason other than for fraud or misrepresentation, You will be refunded one hundred percent (100%) of unearned pro rata premium, less the amount of any claims paid or payable on the Agreement.

Section I. GENERAL PROVISIONS, item a, is amended as follows: If You’d like to transfer ownership of Your Agreement, please contact the Administrator within fifteen (15) days and they will facilitate the transfer to ensure there is no lapse in service. The transfer fee is forty dollars (\$40).

Georgia

The following disclosures are added to this Agreement: This Agreement excludes coverage for incidental/consequential damages and pre-existing conditions ONLY to the extent that such damages/conditions are known to You or reasonably should have been known to You. This is not a contract of insurance.



Section F. COVERED ITEMS, Items 24 Roof and 45. Roof (Optional Add-On), NOT COVERED section are amended as follows: manufacturer warranty violations and/or installations inconsistent with manufacturer specifications and/or recommendations by You or with Your knowledge;

Section J. EXCLUSIONS, item c, is deleted and replaced with the following: c. We are not responsible or liable for repairs conditions or replacement caused by chemical or sludge build up; and related to inadequacy, lack of capacity, misuse, improper installation, previous repair or design, and any modification to the covered items by You or with Your knowledge. We do not perform routine maintenance. You are responsible for performing and providing routine maintenance and cleaning on covered items as specified by the manufacturer to ensure continued coverage on such items. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing.

Section J. EXCLUSIONS, item d, is deleted and replaced with the following: d. Items are not covered if they are: illegal or in violation of applicable laws and/or regulations; mismatched (including but not limited to: systems with incompatible components with different capacity ratings; and/or different brands); modified from the original manufacturer design or application by You or with Your knowledge; under factory recall due to manufacturer defect or class action lawsuit; improperly installed; or located outside the perimeter of the main foundation (e.g., outside the outer load bearing walls of the structure) or below the slab, basement floor, crawl space, or the lowest floor of the home.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the "First Thirty (30) Days") for any reason, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price less the amount of any claims paid or payable. If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the pro rata refund amount or [forty-five dollars (\$45)], whichever is less. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is deleted and replaced with the following: We may only cancel this Agreement for nonpayment, fraud or misrepresentation by You. If We cancel this Agreement, We shall mail a written notice of cancellation to You at Your last known address at least thirty (30) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. We will refund You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price less the amount of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the pro rata Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less.

Hawaii

Section G. CANCELLATION, Cancellation by You, is amended with the following: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Illinois



The following statement is added to this Agreement: This Agreement provides coverage or benefits for failures resulting from normal wear and tear.

Iowa

The following disclosure is added to this Agreement: The issuer of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the total Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement, We will refund You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price, less the amount of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the total Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less. If We cancel this Agreement for nonpayment no refund will be provided.

Louisiana

Section G. CANCELLATION, Cancellation by You, is amended with the following: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Maryland

The following disclosures are added to this Agreement: If the Covered Item is in repair at the time this Agreement expires, the expiration date will be automatically extended until the covered repair is complete. If We, or Our Administrator, is unable to fulfill the terms of the Agreement within ten (10) days after the date on which We, or Our Administrator, are required to perform obligations under this Agreement, We or Our Administrator shall provide upon Your request a brief written explanation of the reasons for the delay.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has



been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Massachusetts

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Minnesota

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. If We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Missouri

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first



thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Montana

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Nevada

The following disclosure is added to this Agreement: If You are not satisfied with the manner in which We or Our Administrator is handling Your claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

WAIT PERIOD – THERE IS A THIRTY (30) DAY WAITING PERIOD DURING WHICH YOU WILL NOT BE ABLE TO REQUEST SERVICE UNDER THIS AGREEMENT. THE WAITING PERIOD DOES NOT APPLY TO ANY AGREEMENT WHICH HAS BEEN RENEWED.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You. No cancellation fee, nor the amount of any claims paid or payable by Us, will be deducted from any refund. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is deleted and replaced with the following: We may cancel within the first seventy (70) days from the Effective Date for any reason. After the first seventy (70) days, We may only cancel for: (a) failure by You to pay an amount when due; or (b) Your conviction of a crime which results in an increase in the services required under this Service Agreement; or (c) the discovery of fraud or material misrepresentation by You in obtaining this Service Agreement or in presenting a claim for service thereunder; or (d) discovery of (i) Your act(s) or omission(s) or (ii) Your violation of any condition of Your Service Agreement, which occurred after the Effective Date and which substantially and materially increases the service required under Your Service Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the Effective Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Agreement was issued or sold. If We cancel this Service Agreement, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement, no cancellation fee will be deducted from any refund.

Section B. TO OBTAIN SERVICE is amended to add the following: If the Covered Item provides plumbing, heating or cooling or electrical services for Your Home, and You sustain a failure of such product that renders Your Home uninhabitable, repairs will commence within twenty-four (24) hours after You report the



Breakdown to Our Administrator and will be completed as soon as reasonably possible. In addition, the Administrator will provide a status report no later than three (3) calendar days after the report of the Breakdown. A status report will also be provided to the Nevada Insurance Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after You report the Breakdown. The status reports shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond three (3) days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. Our Administrator will respond to Your inquiry no later than one (1) business day after such inquiry is made.

Section I. GENERAL PROVISIONS, item a, is amended as follows: The transfer fee is twenty-five dollars (\$25).

New Hampshire

The following disclosure is added to this Agreement: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, (800) 852-3416.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less.

New Jersey

The following disclosure is added to this Agreement: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable by Us, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. A written notice shall not be required if We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use.

New Mexico



Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable, and less an administrative fee not to exceed ten percent (10%) of the Agreement Purchase Price or [forty-five dollars (\$45)], whichever is less.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: We may cancel within the first seventy (70) days from the Effective Date for any reason. After the first seventy (70) days, We may only cancel for: (a) failure by You to pay an amount when due; or (b) Your conviction of a crime which results in an increase in the services required under this Service Agreement; or (c) the discovery of fraud or material misrepresentation by You in obtaining this Service Agreement or in presenting a claim for service thereunder; or (d) discovery of (i) Your act(s) or omission(s) or (ii) Your violation of any condition of Your Service Agreement, which occurred after the Effective Date and which substantially and materially increases the service required under Your Service Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the Effective Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Agreement was issued or sold. If We cancel this Agreement, no administrative fee will be charged.

New York

Section B. TO OBTAIN SERVICE is amended to add the following: EMERGENCY REPAIR PROCEDURES: In the event of an Emergency Repair outside of the Administrator’s normal business hours, You may either elect to wait for authorization or proceed with the repair. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling [888-564-2207]. If You proceed with the Emergency Repair, without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Agreement. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service costs, if it is determined that the issue was not a covered repair under this Agreement. All claim documentation must be received within forty-five (45) days of a completed covered repair to be eligible for payment.

Section G. CANCELLATION, Cancellation by You, is amended with the following: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. A written notice shall not be required if We cancel this Agreement for non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use.

Oklahoma



Section B. TO OBTAIN SERVICE is amended to add the following: EMERGENCY REPAIR PROCEDURES: In the event of an Emergency Repair outside of the Administrator's normal business hours, You may either elect to wait for authorization or proceed with the repair. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling [888-564-2207]. If You proceed with the Emergency Repair, without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Agreement. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service costs, if it is determined that the issue was not a covered repair under this Agreement. All claim documentation must be received within forty-five (45) days of a completed covered repair to be eligible for payment.

Oregon

Section B. TO OBTAIN SERVICE is amended to add the following: EMERGENCY REPAIR PROCEDURES: In the event of an Emergency Repair outside of the Administrator's normal business hours, You may either elect to wait for authorization or proceed with the repair. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling [888-564-2207]. If You proceed with the Emergency Repair, without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Agreement. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service costs, if it is determined that the issue was not a covered repair under this Agreement. All claim documentation must be received within forty-five (45) days of a completed covered repair to be eligible for payment.

South Carolina

The following disclosure is added to the Agreement: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the "First Thirty (30) Days") for any reason and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.



Texas

The following disclosures are added to the Agreement: If You have any questions regarding the regulation of the Service Contract provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.**

Section B. TO OBTAIN SERVICE is amended to add the following: The provider agrees that, under normal circumstances, the provider will initiate the performance of services not later than forty-eight (48) hours after You request services covered under this Agreement.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price less the amount of any claims paid or payable. If You cancel after the First Thirty (30) Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable, and less an administrative fee of forty-five dollars (\$45). If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement for any reason, You will receive a pro-rata refund of the Agreement Purchase Price less the amount of any claims paid or payable under the Agreement. No cancellation fee will be deducted from the cancellation refund.

Section I. GENERAL PROVISIONS, item i, is deleted in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah

The following disclosures are added to the Agreement: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Payment received for the Agreement Purchase Price, listed on the purchase receipt of this Agreement, may be paid in full before the effective date of the Agreement or the full amount may be paid in twelve (12) monthly installment payments for the duration of the Agreement Term.

Section B. TO OBTAIN SERVICE is amended to add the following: EMERGENCY REPAIR PROCEDURES: In the event of an Emergency Repair outside of the Administrator’s normal business hours, You may either elect to wait for authorization or proceed with the repair. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling 888-564-2207. If You proceed with the Emergency Repair, without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Agreement. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the



Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service costs, if it is determined that the issue was not a covered repair under this Agreement. All claim documentation must be received within forty-five (45) days of a completed covered repair to be eligible for payment.

Section B. TO OBTAIN SERVICE is amended to add the following disclosure: Failure to give any notice or file any proof of loss required by the Agreement within the time specified in the Agreement does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Section G. CANCELLATION, Cancellation by Us, is deleted and replaced with the following: Within the first sixty (60) days from the Effective Date, We may cancel this Agreement for any reason. If We cancel this Agreement within the first sixty (60) days, We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and You will be refunded one hundred percent of the Agreement Purchase Price minus the amount of any claims paid or payable. After the first sixty (60) days, We may only cancel this Agreement for: (a) Your material misrepresentation; (b) substantial change(s) in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; (c) substantial breaches of Your contractual duties, conditions, or warranties; or (d) nonpayment of the Agreement Purchase Price. If We cancel for (a) or (b) or (c), We shall mail a written notice of cancellation to You at Your last known address at least thirty (30) days prior to the cancellation effective date and You will receive a pro-rata refund minus the amount of any claims paid or payable. If We cancel for (d), We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and no refund will be provided to You.

Section K. GENERAL PROVISIONS, item i, is deleted in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company, Inc. (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Washington

Section G. CANCELLATION, Cancellation by You, is amended as follows: You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days, and no service request has been made, You are entitled to a full refund of the Agreement proceeds. A ten (10%) percent penalty per month will be added to a refund of the Agreement Purchase Price that is not paid or credited within thirty (30) days after return of the Agreement to Us. In no event will the cancellation fee exceed twenty-five dollars (\$25).

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason We shall mail a written notice of cancellation to You at Your last known address at least twenty-one (21) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.

Section I. GENERAL PROVISIONS, item i, is deleted in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. You may file a claim directly with the Insurance Company for any payment or performance due. Please call 1-866-505-4048 for instructions.

Wisconsin

The following disclosure is added to the Agreement: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section G. CANCELLATION, Cancellation by You, is deleted and replaced with the following: You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement



within the first thirty (30) days following the date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement, (the “First Thirty (30) Days”) for any reason, and no claim has been made, You shall be entitled to a one hundred percent (100%) refund of the total paid Agreement Purchase Price. If You cancel after the First Thirty (30) Days, or if a claim has been made at any time, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the amount of any claims paid or payable, and less an administrative fee not to exceed the lesser of [forty-five dollars (\$45)] or ten percent (10%) of the Agreement Purchase Price. If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us. In the event of a total loss of property covered by a service contract that is not Agreement contract and receive a pro rata refund of any unearned provider fee, less the amount of any claims paid or payable.

Section G. CANCELLATION, Cancellation by Us, is deleted and replaced with the following: We can only cancel this Agreement in the event of non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use. If We cancel this Agreement, We shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation. If We cancel this Agreement for any reason other than non-payment, You will receive a pro-rata refund of the Agreement Purchase Price less the amount of any claims paid or payable under the Agreement and less a cancellation fee not to exceed the lesser of [forty-five dollars (\$45)] or ten percent (10%) of the Agreement Purchase Price.

Section I. GENERAL PROVISIONS, item i, is deleted in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming

Section G. CANCELLATION, Cancellation by You, is amended as follows: If You cancel within the first thirty (30) days, and no claim has been made, a ten percent (10%) per month penalty shall be added to any refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

Section G. CANCELLATION, Cancellation by Us, is amended as follows: If We cancel this Agreement for any reason other than non-payment, a material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You related to the Covered Item or its use, We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date. The cancellation notice shall state the date of the cancellation and the reason for cancellation.