
Service Agreement

RESIDENTIAL PROPERTY PROTECTION PLAN

TERMS AND CONDITIONS

CONGRATULATIONS!

Thank You for Your purchase of On Call Home Warranty Protection Plan. We are delighted at Your confidence and trust in Our commitment to serve You with Your protection needs. Please read this Service Agreement to learn about what protection You will receive.

Please note that unless an item, system, or equipment (including parts and components) of the Covered Item is specified on the Registration Page as covered, and as further described in this Service Agreement, it is not covered. Please refer to Section G. COVERED ITEMS and any "NOT COVERED" items listed on pages 4-11 as well as all items listed in section K. EXCLUSIONS on pages 12-14 of this document.

A. SERVICE AGREEMENT

This is a Service Contract, not an insurance policy. This Agreement is intended to provide protection against the cost of repairing a Breakdown of specific Covered Items within Your Covered Residence (see Section D. COVERAGE). During the Coverage Period, Our Administrator will arrange, or authorize You to arrange, for an Authorized Service Provider to repair or replace 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 Home as of the Effective Date of this Agreement.**

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. DEFINITIONS

The following definitions apply to words frequently used in this Agreement:

1. **Administrator** – Means AssureSolv LLC, 10016 Laureate Way, Bethesda, MD 20814; 888-564-2207. In Florida: Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (833) 848-0672; License # 49123.
2. **Breakdown, 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 Covered Residence during the Coverage Period of this Agreement.
3. **Agreement, Service Agreement, Service Contract** – Means this Terms and Conditions document and the completed Registration Page.
4. **Authorized Service Provider, Service Provider** - means an independent, licensed, and qualified contractor that is hired to perform the covered repairs provided to You under this Agreement.
5. **Covered Item** – means the item(s), system(s), component(s), or equipment specified on the Registration Page as covered. Note: Items, systems, or equipment (including parts and components) are not covered unless it is specified on the Registration Page as covered! .
6. **Covered Residence, Home** – The residence listed within the Registration Page.
7. **Deductible** – Means the amount You are required to pay as indicated in the Registration Page per repair visit for covered Breakdowns to Covered Items.
8. **Effective Date** – means the date Your coverage under this Agreement begins.
9. **Expiration Date** – Means the date when Your Agreement is no longer in force.
10. **Obligor, Provider, We, Us, Our** – Means Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114, (866) 927-3097; In Florida: License # 49123.
11. **Registration Page** - Means the separately provided "Registration Page" which along with these Terms and Conditions comprises the entirety of this Agreement. The Registration lists information regarding You, Your Covered Residence, Covered Items, the Effective Date, the Purchase Price of the Agreement, any applicable Deductible amounts, and other vital information.
12. **Sale Date** – Means the date You purchased and signed for Your Agreement. This may be different from the Effective Date.
13. **Term** – Means the period of time shown on the Registration Page and represents the duration in which the provisions of this Agreement are valid. Because this Agreement has a thirty (30) day waiting period, thirty (30) days is added onto the Term of this Agreement. At the end of the initial Term of this Agreement, You may receive an offer to renew the Agreement. The Purchase Price of the Agreement may change at the time of renewal. Agreements that have been renewed are not subject to the Waiting Period therefore; the Term and the Expiration Date of an Agreement that has been renewed will not be extended by thirty (30) days.

14. **Waiting Period – MEANS THE INITIAL THIRTY (30) DAYS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT DURING WHICH NO CLAIMS FOR COVERAGE WILL BE ACCEPTED NOR ELIGIBLE FOR REIMBURSEMENT.**
15. **Wear and Tear** – Means the deterioration of a Covered Item beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.
16. **You, Your** – Means the individual shown in the Registration Page, or the person to whom this Agreement was properly transferred.

C. 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.oncallhomewarranty.com> or by calling 888-644-2574. 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 qualified Service Provider and approved by Us in advance. 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 twenty-four (24) 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. **The Administrator will not reimburse You for services performed without their prior authorization.**

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, or We will authorize You to, repair or replace the Covered Items at Your Home under the following conditions: (a) The Covered Item(s) are classified by the manufacturer as intended for residential use, properly installed, and must be compatible with the specifications, capacity, and intended use of the Covered Home; (b) Located within the confines of the main foundation of the Home or attached garage **(with exception to the exterior air conditioner, water line, sewer line, electric line, gas line, well pump, septic tank, pool or spa equipment, accessory dwelling unit, and backup generator, if a Covered Item is included in the Service Agreement You purchased, paid for, and is stated on the Registration Page)**; (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) are properly maintained in accordance with the manufacturer's requirements and guidelines; (e) The Covered Item(s) are no greater than fifteen (15) years old from Your date of purchase of the Covered Item(s) or manufacturing date if You do not have a receipt of the Covered Item(s) purchase; (f) The Covered Item(s) become inoperative from normal use of the product after the Effective Date; (g) The Covered Item(s) are not covered by any other entity such as manufacturer, distributor, builder, any other extended warranty, or homeowner's insurance policy; (h) Are not subject to any recall by the manufacturer or public authority; (i) Are reported during the Term of this Agreement; (j) Any applicable Deductible for the Covered Item(s) has been paid by You; and (l) The Agreement is either paid in full or You are up to date on all of Your monthly installment payments.

If We authorize You to arrange for a Service Provider and provide You a "Conditional Authorization", and if the Breakdown is covered in accordance with Section G. COVERED ITEMS of this Agreement, At Our sole discretion, We will reimburse You for covered repairs, less applicable Deductible which You are required to pay at the time of the claim, not to exceed the available limit of liability, upon You providing an official service or repair order that details the Breakdown, its cause, and the parts, labor, and other service fees that may be applicable to repair the Covered Item. If You want to replace a Covered Item that is repairable, We, at Our sole discretion, will only reimburse an amount not to exceed the repairable amount or the available limit of liability, whichever is less. Refer to the Registration Page for the exact amount of the Limit of Liability applicable to a Covered Item and the entire Service Agreement.

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, or authorize You to 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.

After the Service Provider's diagnosis, if it is determined that coverage under this Agreement does not apply in accordance with Section G. COVERED ITEMS, 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.

D. 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 F. 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

- Built-in Kitchen Exhaust Fan
- Refrigerator (including Icemaker)
- Dishwasher
- Clothes Washer
- Clothes Dryer
- Garbage Disposal
- Water Heater

- b. Home Systems
 - Ceiling Fan
 - Garage System
 - Doorbell System
 - Central Home Heating System
 - Central Air Conditioning System (5-ton capacity)
 - Ductwork
 - Interior Electrical System
 - Interior Plumbing System
 - Interior Plumbing Stoppage (Toilet)

- c. Optional Add-On Items
 - Appliance
 - Secondary Refrigerator (including Icemaker)
 - Freestanding Freezer
 - Central Vacuum System
 - Freestanding Icemaker
 - Freestanding Wine Cooler
 - Home Systems¹
 - Central Air Conditioning System (5-ton capacity)
 - Central Home Heating System
 - Swimming Pool (including Saltwater Swimming Pool)
 - Sump Pump
 - Well Pump
 - Septic Sewage Ejector Pump
 - External Sewer Lines
 - External Water Lines
 - External Electrical Lines
 - External Gas Lines
 - External Sewer, Water, Electrical, and Gas Lines Bundle
 - Water Softener and Purification System
 - Backup Generator

E. AGREEMENT FEES & PAYMENTS

1. The Agreement Purchase Price is the payment by You for the purchase of the Service Agreement for Your Home (see Section I. ELIGIBILITY).
2. There are two (2) types of Payment Plans for this Agreement:
 - a. **Full Pay.** You pay the full amount of the Full-Pay Agreement Purchase Price on or before the Effective Date.
 - b. **Monthly Pay Installment Pay.** The full amount of the Monthly Pay Agreement Purchase Price will be billed to You each month for the duration of the Agreement Term, unless this Agreement is non-renewed or cancelled as described in Section H. 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 H. 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, if Your Agreement is reinstated, at Our sole discretion.

F. TERM

The Term begins ("Effective Date") upon receipt of Your payment of the Agreement Purchase Price. If You paid in full (Full Pay), the Agreement will expire on the Effective End Date as stated on the Registration Page. If You are paying monthly, the Agreement will begin upon Our receipt of Your first monthly payment and will expire on the Effective End Date as stated on the Registration Page or if You cancel or fail to make payment of the applicable Agreement Purchase Price.

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 forty-five (45) 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.oncallhomewarranty.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 H. 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.

G. COVERED ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on the Registration Page and in Section D. COVERAGE of this Agreement. All other items are excluded. 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 Limit of Liability for a Covered Item is the amount We will pay for access, diagnosis, repair, or replacement of a Covered Item and the Deductible is the amount You will pay during the Term of the Agreement for each claim for a Covered Item. The Limit of Liability and Deductible amount of a Covered Item is stated on the Registration Page. 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. The amount We will pay to replace a Covered Item will not exceed the amount We would pay to repair the Covered Item, if repairable, or the available Limit of Liability of the Covered Item, if non-repairable. We have the sole discretion to determine if a Covered Item must be replaced.**

Appliances

1. Built-In Microwave Oven

COVERED: Electric timer; transformer; magnetron tube; touch tone panel; 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; 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.

2. Range, Oven & Cooktop

COVERED: Burners; control boards; thermostats; broilers; temperature controls; heating elements; igniter; ignition module; spark igniters; elements; burners; thermostat; wiring; igniters; clocks; other related components and parts to a built-in range/oven; and sensor-heat burners.

NOT COVERED: Clocks (unless they affect the function of the oven); meat probe assemblies; rotisseries; racks; door hinges; springs; gasket; seal; exhaust fans, 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.

3. Kitchen Exhaust Fan

COVERED: Motor and fans.

NOT COVERED: Exhaust fans used for radon; heating or lighting components; noise without a related mechanical failure; moisture damage; wiring; and pre-existing conditions.

4. Refrigerator (including Icemaker)

COVERED: Control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; built-in 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; panel and cabinetry; drawers; external thermostats; wine cooler and/or refrigerator; racks; shelves; glass; lighting; handles; doors; door seals; hinges, springs, and gaskets; beverage dispensers and their respective equipment; line restrictions; leaks of any kind; maintenance; food spoilage; water damages; and noise without a related mechanical failure; and pre-existing conditions.

5. Dishwasher

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

NOT COVERED: Racks/rollers; panels; cabinetry; effectiveness of cleaning; valves clogged by sediment or lime buildup; interior tub leaks; doors; door seals; hinges, latches, 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.

6. 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.

7. Clothes Dryer

COVERED: Drain pumps; control boards; gas valves; 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.

8. 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.

9. 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.

Home Systems

10. 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.

11. Garage System

COVERED: Garage Door includes torsion spring; drum; pulley and cables; curved door arm; rollers; and extension spring. Garage Door Opener includes a single primary mechanical screw, belt, or chain driven unit as follows: motor; wiring; receiver board; relays; switches and sensors; and drive trains.

NOT COVERED: Remote control; wall-mounted control units; safety reversing sensors; batteries; damage caused by door malfunctions; remotes; lights and light bulbs; noise; frequency interference; sending units; exterior mounted keypads; transmitters; and pre-existing conditions.

12. Doorbell System

COVERED: hardware; connector and adaptor.

NOT COVERED: Batteries; intercom systems; software; data and/or cloud storage; and pre-existing conditions.

13. Central Home Heating System

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.

14. Central Air Conditioning System (5-ton capacity)

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.

15. Ductwork

COVERED: Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) resulting from normal wear and tear to heating and/or air conditioning unit(s) including; dampers; damper-only controls; plenums.

NOT COVERED: Insulation; collapsed or crushed ductwork; ductwork where asbestos is present; ductwork damaged by moisture; water damage; damage caused by pests and/or animals; pests and/or animals; noise; registers and grills; underground ductwork; ductwork accessible only through a concrete floor, wall or ceiling; improperly sized ductwork; ductwork outside the perimeter of the Home or in a crawl space; diagnostic testing of, or locating leaks to ductwork, including, without limitation, as required by any federal, state or local law, regulation, or ordinance; or

when required due to the installation or replacement of system equipment. When covered repairs require access to ductwork, We will only provide access to, and sealing of ductwork through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish. Obstructions include, without limitation, built-in appliances, systems, cabinets, floor coverings, general maintenance, cleaning; and pre-existing conditions.

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.

17. 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. Access to a Covered Item through one (1) layer of unobstructed drywall and return such access to a rough finish.

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. We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like if access opening is required.

18. Interior Plumbing Stoppages (Toilets)

COVERED: Toilet stoppages; clearing of mainline drain and sewer stoppages up to one hundred (100) feet (standard sewer cable) from access point; mainline stoppages are only cleared when an accessible cleanout (**without excavation**) is either available or can be installed (**installation is not covered**); Clearing of lateral drain line stoppages up to one hundred (100) feet from access point including, but not limited to, accessible cleanout, p-trap, drain or overflow access points, and removing a toilet for a toilet stoppage only.

NOT COVERED: Costs to locate or access cleanouts not found or inaccessible, or costs associated with installing cleanouts; stoppages caused by collapsed, damaged, frozen, or broken drain, vent, or sewer lines, inside or outside of the Home's main foundation; stoppages due to roots or foreign objects; lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the Home's main foundation; access through roof vents; septic tanks are not covered; and pre-existing conditions.

Optional Add-On Items

Appliance

19. Secondary Refrigerator (including Icemaker) (Optional Add-On)

COVERED: Control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; built-in 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; panel and cabinetry; drawers; external thermostats; wine cooler and/or refrigerator; racks; shelves; glass; lighting; handles; doors; door seals; hinges, springs, and gaskets; beverage dispensers and their respective equipment; line restrictions; leaks of any kind; maintenance; food spoilage; water damages; and noise without

a related mechanical failure; and pre-existing conditions.

20. 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.

21. 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.

22. Freestanding Icemaker (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; thermostats; water valves.

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

23. Freestanding Wine Cooler (Optional Add-On)

COVERED: Compressor; condensers; control panel; temperature control probe; electronic components; evaporators; fan motors; hoses; internal wiring; motors; switches and relays; solid state control boards; thermostat; water valves.

NOT COVERED: Any and all commercial units or commercial grade units; latch assemblies; hinges, clips, clamps, screws and covers; plates; gaskets and seals; footings; lamp and lamp cover; noise; touch pads; door glass; shelves; handles; support plates; and pre-existing conditions.

Home Systems¹

24. Central Air Conditioning System (5-ton capacity) (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.

25. Central Home Heating System (Optional Add-On)

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 hearing 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.

26. Swimming Pool (including Saltwater Swimming Pool)

COVERED: Coverage applies to above ground, accessible, working components, heating, salt chlorine generator, pumping, and filtration system as follows: pump; motor; salt chlorine generator; 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 and pools; automatic feeders and chemicals; ionizers; "creepy crawlers" and similar cleaning units; electrical lines; filter elements or media (e.g., cartridges, grids and sand); lighting; pop-up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; auxiliary pumps; skimmers; liners; 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; 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.

27. Sump Pump (Optional Add-On)

COVERED: Permanently installed submersible or pedestal sump pump including motor; non-clog impeller pump; float rod; float switch; and check valve.

NOT COVERED: Discharge hose and outlet; drainage channel; access cover; ejector; water alarm; 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); failure attributed to water impurity or contamination; damage due to low water table; above or underground piping, cable or electrical lines leading to or from the sump pump, including those that are located within the casing; 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 sump pump system; systems used partially or wholly for irrigation or agricultural purposes; and pre-existing conditions.

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.

29. Septic Sewage Ejector Pump (Optional Add-On)

COVERED: Mainline stoppages that can be cleared through an existing access or cleaned out without excavation; the septic tank will be pumped if the stoppage is due to septic backup; sewage ejector pump for septic system only.

NOT COVERED: Broken or collapsed sewer lines outside the foundation; stoppages or roots that prevent the effective use of any externally applied sewer machine cable; cost of finding or gaining access to the septic tank or sewer hook-ups; disposal of waste; chemical treatment of the septic tank and/or sewer lines; tanks; leach lines; cesspool; any mechanical pump or systems; and pre-existing conditions.

30. External Sewer Lines (Optional Add-On)

COVERED: Leak, break, tear, or rupture which occurs as a result of normal wear and tear in Your Outside Sewer Line. Outside Sewer Line is defined as a single sewage drain line located outside the covered Home that collects and conveys raw sewage from the covered house drains out to the utility or public-owned sewer main line or septic tank.

NOT COVERED: Failures caused by insurable events; lines that are not leaking; clean up or removal of pollutants, hazardous material, waste or sewage; piping that runs through or under a body of water, including but not limited to, a swimming pool, pond or lake; failure caused by tree roots; failures caused by freezing of pipes; piping that runs under the covered Home or other structure; storm water drain piping; upgrade to any line; meters or movement of any meter; concrete encased lines; lines that have a blockage or low pressure; connections or extensions; any piping that is not leading directly to the covered Home or any piping that branches off the main line; sidewalk repair or replacement; landscaping or restoration of landscaping or replanting of trees or other vegetation; and pre-existing conditions.

31. External Water Lines (Optional Add-On)

COVERED: Leak, break, tear, or rupture which occurs as a result of normal wear and tear in Your Outside Water Line. Outside Water Line is defined as water piping that connects from the covered Home to a public water supply system; a single water supply line from the curb box to the inlet valve of the meter located inside the covered Home. If the meter is located outside the covered Home, the Outside Water Line includes the water line from the outlet of the meter to the exterior of the foundation of the covered Home.

NOT COVERED: Failures caused by insurable events; lines that are not leaking; supply line connected to a well; piping that runs through or under a body of water, including but not limited to a swimming pool, pond or lake; failure caused by tree roots; failures caused by freezing of pipes; piping that runs through or under the covered Home or other structure; upgrade to any line; meters or movement of any meter; concrete encased lines; piping that is not connected and ready for use; storm water drain piping; outside water line that has a blockage or low pressure; connections or extensions; any water lines not leading directly to the covered Home or branches off the main line; sidewalk repair or replacement; landscaping or restoration of landscaping or replanting of trees or other vegetation; and pre-existing conditions.

32. External Electric Lines (Optional Add-On)

COVERED: Failure due to normal wear and tear or inherent defect in material or craftsmanship in the external electrical line. The external electrical line is defined as the overhead and underground customer service electric lines and components that connect the covered Home to the utility-owned service lines which includes the Weatherhead, conduit, meter base, service entrance cable, and ground wire/rod.

NOT COVERED: Failures caused by insurable events; wiring lines that run through or under a body of water, including but not limited to a swimming pool, pond, or lake; wiring lines that run under the covered Home or other structure; failure caused by tree roots; upgrade to any line; meters or movement of any meter; concrete encased lines; wiring lines that provide electricity to the outdoor property, including but not limited to, light fixtures and electric fencing; wiring lines that branch off the main line; wiring that is not connected and ready for use; sidewalk repair or replacement; landscaping or restoration of landscaping or replanting of trees or other vegetation; and pre-existing conditions.

33. External Gas Lines (Optional Add-On)

COVERED: Leak, break, tear, or rupture which occurs as a result of normal wear and tear in the external gas line. An external Gas Line is defined as a natural gas supply line from the curb box to the inlet valve of the meter located at the covered Home; for meters located in the yard, coverage includes the natural gas line from the outlet of the meter to the exterior of the foundation of the covered Home.

NOT COVERED: Failures caused by insurable events; meters or movement of any meter; concrete-encased lines; lines that are not leaking; failure caused by tree roots; piping that runs through or under a body of water, including but not limited to, a swimming pool, pond or lake; piping that runs under the covered Home or other structure; piping that is not connected and ready for use; upgrade to any line; lines that have a blockage or low pressure; connections or extensions; any gas lines not leading directly to the dwelling; sidewalk repair or replacement; landscaping or restoration of landscaping or replanting of trees or other vegetation; and pre-existing conditions.

34. External Service Lines Bundle (Sewer, Water, Electric, Gas) (Optional Add-On)

COVERED: Repair or replacement necessary to remedy failure which occurs as a result of normal wear and tear or as specified as COVERED in the Section of this Agreement related to External Sewer Lines, External Water Lines, External Electric Lines, and External Gas Lines.

NOT COVERED: All conditions specified as NOT COVERED in the Section of this Agreement related to External Sewer Lines, External Water Lines, External Electric Lines, External Gas Lines, and pre-existing conditions.

35. Water Softener and Purification System (Optional Add-On)

COVERED: Basic single and multi-level/twin water softener units, including central head assembly; piping to and from the unit(s), and system tanks. Standard residential-grade water purification system located within the perimeter of the Home, power supply, and all associated plumbing lines, check valves, fittings, drain flow restrictors, pressure booster pumps, reverse osmosis membrane, and filters.

NOT COVERED: Non-electric powered systems; any and all treatment, color, purity, odor control, iron filtration components, and systems; discharge dry wells; failure due to excessive water pressure or freeze damage; noise; failures due to mineral, lime, and/or sediment build-up; resin bed replacement; salt are not covered; filters; water filter pitchers; pressurized storage tanks; water testing kits; insufficient water pressure; and pre-existing conditions.

36. Backup Generator (Optional Add-On)

COVERED: Engine, coolant heaters (block-heaters), alternator, control panel, circulating pumps, voltage regulator, and transfer switches.

NOT COVERED: Temporarily wired and mounted units; are modified or altered in a manner not authorized by the manufacturer; cost of normal maintenance (i.e., tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up); starting batteries, fuses, and light bulbs; damage/failure to generator and/or transfer switch system caused by accidents, misuse, abuse, neglect, shipping, handling, improper storage, improper sizing, or rodent, reptile and/or insect infestation; damage/failure caused by operation with improper fuels, oils, coolant/antifreeze, speeds, loads or installations other than what is recommended or specified by the manufacturer; shipping cost associated with expedited shipping; additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours; any incidental,

consequential or indirect damages caused by defect in material or workmanship or any delay in repair or replacement of the defective part(s); and failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquakes, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control. Pre-existing conditions.

H. 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 by You or the seller of the Service Agreement; (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 or any condition to be eligible to purchase the Service Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Agreement Purchase Price paid by You.

I. 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, school or office will not be covered. (b) Homes listed in any historical register. (c) No common area items or items shared by non-warranted units.

J. LIMITS OF LIABILITY

- a. This Agreement provides coverage for the Breakdown of only those items listed in Section G. 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 G. COVERED ITEMS all limitations are less the Deductible fee applicable for the corresponding Covered Item.
- d. Our aggregate liability per each twelve (12) month period from the Effective Date of the Agreement is stated on Your Registration Page.
- 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 the Registration Page 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 the Registration Page for each Covered Item.**

K. 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) We will not cover the cost to access Covered Items in inaccessible locations, such as those that cannot be accessed safely or due to an obstruction.
- f) We will not cover the cost or otherwise provide for cranes, scaffolding, or non-industry standard-standard vehicles or equipment that is required to repair or replace a Covered Item or part thereof.
- g) We will not repair cosmetic defects or damage to Covered Items that does not also cause a Covered Breakdown.
- h) We will not repair or replace any feature of a Covered Item that does not contribute to the primary function of the Covered Item.
- i) Radon mitigation systems, gas, smoke or leak detection or monitoring systems and fire sprinkler systems are not covered.
- j) Alternative energy sources as the primary source of power generation (such as solar) for a Covered Home or fuel or associated fuel storage tanks for a Covered Item, or items that are designed to powered by alternative energy sources, are not covered.
- k) We are not required to perform routine maintenance. Failure to perform routine maintenance in accordance with the manufacturer's specifications and guidelines that contributes to a Breakdown is not covered. Consumable items required for routine maintenance and operability of a Covered Item is not covered.
- l) Outdoor kitchen appliances or items are not covered.
- m) 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.
- n) 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.
- o) 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.
- p) We are not responsible for the time it takes to complete a repair or replacement. Service may be impacted by events outside Our control. We cannot guarantee that Your claim will be completed within a certain period of time.
- q) There may be items of service that are not covered by this Agreement but are necessary for the repair or replacement of the Covered Item.

In this situation, You are responsible for the costs of repairing or replacing of the non-covered items and services may result in delays or otherwise prevent the repair or replacement of Your Covered Item. We are not responsible for any delays, or additional costs You may incur, from Your refusal to pay for non-covered items or services.

- r) If the Covered Item has experienced a Covered Breakdown, You may be offered Cash-in-Lieu Payment. If You agree to Our offer, Your Cash-in-Lieu Payment will be the amount We would have paid to repair or replace Your Covered Item (including but not limited any special discount pricing or rates, shipping, restocking charges or other fees or costs to complete Your service), which means the amount will likely be less than the retail cost in Your area to repair or replace the Covered Item. There may be certain situations where We may require You to accept a Cash-in-Lieu Payment instead of proceeding with a repair or replacement. These situations include, but are not limited to: (i) applicable law preventing Us from performing a repair or replacement of the Covered Item; (ii) a breach by You of providing safe and secure access to the Covered Item; (iii) repair or replacement of the Covered Item is not reasonably feasible; or (iv) the repair or replacement will exceed an applicable Covered Item or aggregate limit of liability. In these circumstances, Your Cash-in-Lieu Payment will be the amount equal to Our reasonable estimate of the retail cost in Your area to repair or replace the Covered Item, subject to any applicable limit identified in this Agreement.
- s) We will not provide future coverage for a repaired or replaced Covered Item until You give Us documentation reasonably acceptable to Us proving that You had the Covered Item appropriately repaired or replaced.
- t) This Agreement does not cover repair or replacement of items or components therein classified by the manufacturer as commercial grade or for non-residential use.
- u) 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.
- v) 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.
- w) 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.
- x) 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.
- y) 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.
- z) 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.
- aa) 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.
- bb) 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).
- cc) 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.
- dd) 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.

L 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.

M. 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 H. 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 H. 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. Covered Items, Water Leaks, NOT COVERED is amended as follows: The exclusion "improper installation or repair or unworkmanlike plumbing," is deleted in its entirety.

Section H. 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 seventy-five dollars (\$75), whichever is less. In no event will the amount of the administrative fee exceed the amount of the refund due to You.

Section H. 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 H. 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 seventy-five dollars (\$75), whichever is less. In no event will the amount of the administrative fee exceed the amount of the refund due to You.

Arkansas

Section H. 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 H. 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 H. 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 H. 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 G. 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 G. 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 G. 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 G. 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 G. 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 H. 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 H. 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 J. 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 G. 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 K. 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 sedimentary 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 K. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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 H. 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.

Section F. TERM, is amended as follows: 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.oncallhomewarranty.com>.

Section H. 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 H. 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 C. 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 J. 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 of a dispute between You and the Provider, You may file a written complaint with the Provider which may be mailed to: Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114 Attention: Complaints. Written complaints must describe the dispute and include a copy of this Contract inclusive of any registration page or proof of purchase. 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 H. 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. In no event will the amount of any claims paid or payable be deducted from a cancellation refund.

Section H. CANCELLATION, Cancellation by Us, is deleted and replaced with the following: 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 an administrative fee not to exceed ten percent (10%) of the Agreement Purchase Price or seventy-five dollars (\$75), whichever is less. In no event will the amount of any claims paid or payable be deducted from a cancellation refund. 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.

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 H. 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 H. 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 H. 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 H. 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 C. 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 888-644-2574. 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 H. 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 H. 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 C. 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 888-644-2574. 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 C. 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 888-644-2574. 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 H. 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 H. 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 C. 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 H. 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 H. 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 J. 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 C. 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 888-644-2574. 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 C. 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 H. 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 L. 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 H. 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 H. 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 J. 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 H. 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 H. 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 J. 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 H. 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 H. 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.