

Terms and Conditions

**Note: If You suspect a natural gas leak, please leave the area and call Your gas company or 911 immediately. The designated emergency response team in Your area will shut off the gas to Your home and mark off the spot of the leak, if any. You may request service after the emergency response is completed.**

These Terms and Conditions are a legal contract that describes the terms and conditions of Your service plan. These Terms and Conditions, together with Your Declaration of Coverage, Coverage Summary, and any state-specific amendments, constitutes the entire agreement between You and Us ("Agreement"). No other written or oral modifications are valid.

**THIS AGREEMENT IS NOT A CONTRACT OF INSURANCE. The obligations of this contract are backed by the full faith and credit of the Obligor and are not guaranteed by a reimbursement insurance policy, unless otherwise stated in the state specific language included below.**

**I. DEFINITIONS:**

A. The following provides definitions regarding the parties to the contract:

1. "Named Administrator" shall mean OnPoint Warranty Solutions, LLC located at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223.
2. Throughout this document, "You" and "Your" refers to the purchaser listed on the **Declaration of Coverage**.
3. "We," "Us," "Our," and "OnPoint" refers to the obligor of the contract, who shall be OnPoint Warranty Solutions, LLC located at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223, unless otherwise indicated in the state specific language.

B. In addition, the following terms have the meanings set forth below:

1. "Authorized Repair Technician" means the service provider We assign in response to request for Service ("Service Request").
2. "Breakdown" means a mechanical or electrical failure of the covered system, component, or appliance under Your Service Plan to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
3. "Closing Date" means the date that ownership and title of Your New-Build Single Family Residence is transferred to You.
4. "Contract Fee" shall mean the monthly, quarterly, or annual amount stated on the **Declaration of Coverage** which You pay as consideration for this **Agreement**.
5. "Covered Items" means: (i) systems and components as specifically described herein as "Included" and that are located inside the confines of the Covered Property dwelling or garage (well or septic pumps, air conditioners, or pools/spas located at, but not necessarily inside, the Covered Property dwelling or garage are Covered Items); (ii) **are in proper working order on the Coverage Period Start Date**; and (iii) become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if, at the time of the issue or breakdown, was unknown. Commercial-Grade Equipment and/or non-essential Components are not Covered Items.
6. "Covered Property" means the location indicated on the **Declaration of Coverage**.
7. "Coverage Summary" means the document attached to this agreement that provides coverage information regarding the Service Plans.
8. "Declaration of Coverage" means the letter attached to this Agreement that lists Your Covered Property and purchased Service Plan(s).
9. "External Gas Line" means the section of the exterior, natural gas line that You own and that is the most direct line from the curb box to the inlet valve of the meter supporting Your Dwelling, including the gas supply line between the meter outlet and the foundation's exterior.

10. "External Sewer Line" means the section of the private lateral sewer service line You own that collects and conveys household sewage from Your Dwelling. This Agreement covers the portion of Your External Sewer Line that is the most direct line between the main sewer line and Your Dwelling that You are responsible for, as specified by Your city or municipality.
11. "External Water Line" means the section of the water supply line You own that runs from Your water supply company to Your Dwelling's water meter.
12. "Food Spoilage/Surge Protection Effective Date" means the date that You become eligible for Food Spoilage and Surge Protection coverage under Your Service Plan, as further set forth in Sections VI(D) and VI(E) of this Agreement. If purchased by You, the Food Spoilage/Surge Protection Effective Date will be set forth on Your Declaration of Coverage.
13. "Initial Term" has the meaning set forth in Section II(A) of this Agreement.
14. "New-Build Single Family Residence" means a newly built, never-before owned or occupied residential property, including a single-family home, townhome, condominium, multi-family property (such as a duplex or triplex), and a mobile home attached to a permanent foundation.
15. "Purchase Date" means the date that You purchased Your Service Plan. The Purchase Date is stated on Your Declaration of Coverage.
16. "Residential Property" means occupied single-family homes, townhomes, condominiums, multi-family properties (such as duplex or triplex), and mobile homes attached to a permanent foundation. Residential Property does not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities.
17. "Renewal Term" has the meaning set forth in Section II(B) of this Agreement.
18. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with the provisions set forth in this Agreement.
19. "Service Plan" (or "Plan") means the service plan You have selected and is shown on the Declaration of Coverage and governed as set forth under this Agreement.
20. "Service Plan Effective Date" means the date that You become eligible for all coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
21. "Trade Service Fee" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Declaration of Coverage.
22. "Wait Periods" means the 30-Day Wait Period and the One-Year Wait Period defined in Sections II (C) and (D).

**II. COVERAGE PERIOD:**

- A. This Agreement commences on the Purchase Date and remains in effect for an initial term of one (1) year ("Initial Term"). Your initial payment on the Purchase Date includes a thirty (30) day wait period before You are eligible for coverage under Your Service Plan. Your coverage begins on the effective date, as indicated on Your Declaration of Coverage.
- B. **THIS AGREEMENT AUTOMATICALLY RENEWS AT THE END OF THE INITIAL TERM FOR ADDITIONAL ONE-YEAR TERMS (each, a "Renewal Term"), UNLESS CANCELLED BY YOU OR NON-RENEWED BY US PURSUANT TO THE TERMS OF THIS AGREEMENT.**
- C. If You have purchased a Whole Home Warranty, Home Essentials, Appliance Only, Utility Bundle, or Pool and Spa Plan, Your initial payment on the Purchase Date includes a thirty (30) day wait period

before You are covered under Your Service Plan (“30-Day Wait Period”). Your initial annual term provides eleven (11) months of coverage from the Effective date. **All annual renewal terms thereafter will include twelve (12) months of coverage.** Your initial quarterly term provides two (2) months of coverage from the Effective Date. **All quarterly renewal terms thereafter will include three (3) months of coverage.** All monthly terms will begin upon payment of the monthly Agreement Price on the Effective Date. After the Effective Date, coverage will continue as long as all payments are made as scheduled.

- D. If You have purchased a New-Build Whole Home Warranty Plan, this Agreement includes a one (1) year wait period from the Closing Date before You become eligible for any other coverage under Your Service Plan (“One-Year Wait Period”). **EXCEPT FOR FOOD SPOILAGE AND SURGE PROTECTION COVERAGE, YOU ARE NOT ELIGIBLE FOR ANY OTHER COVERAGE UNDER YOUR SERVICE PLAN PRIOR TO THE SERVICE-PLAN EFFECTIVE DATE; ANY OTHER COVERAGE UNDER YOUR SERVICE PLAN BEGINS ONE (1) YEAR FROM THE CLOSING DATE.**
- E. During the coverage period, We will arrange for an Authorized Repair Technician to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for the plan You have selected, as indicated on Your **Declaration of Coverage**, and for those items specifically listed as being covered on **Coverage Summary**. No other coverage will be provided and coverage is subject to limitations and conditions specified in this **Agreement**.
- F. Plans may be selected for monthly, quarterly or annual terms and paid for accordingly. **All plans automatically renew unless cancelled by You or Non-renewed by Us.**
- G. The Wait Periods do not apply to any Renewal Terms under this Agreement.

### III. TO OBTAIN SERVICE:

To request service, please contact the Named Administrator by calling toll-free at 833-349-4669 or 833-FIX-HOME. Under normal circumstances, the company will initiate performance of services within 48 hours after Your request unless the call is for emergency service as provided for below.

- A. Emergency service is available for the **Breakdown** of covered items or systems that affect the safe inhabitability of the home. We reserve the right to determine which repairs constitute an emergency. Emergencies include the **Breakdown** of Central Home Air Conditioning when outside temperatures exceed 90 degrees Fahrenheit and Central Home Heating when outside temperatures fall below 40 degrees Fahrenheit. We will make all reasonable effort to initiate meaningful service within 24 hours for emergency service calls. **For emergency service please call the Named Administrator at 833-349-4669 or 833-FIX-HOME.**
- B. Notice of any **Breakdown** must be given to Us immediately upon discovery and must have occurred during the coverage period.
- C. We will not pay for any services or parts provided without Our prior authorization.
- D. You will be responsible to pay a Trade Service Fee for each Service Request, if applicable. The Trade Service Fee must be paid in advance of any service being scheduled and may be paid to the Administrator through a valid credit card or debit card. Please see Your **Declaration of Coverage** for Your Trade Service Fee amount.
- E. Prior to service being dispatched, all required plan payment(s) must be collected and current.
- F. Outstanding or unpaid service trade fees must be paid prior to new service requests being dispatched.
- G. If work performed by Our Authorized Repair Technician under this **Agreement** fails, We will make the additional necessary repairs for no additional Trade Service Fee for a period of 30 days.
- H. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network,

provided they can show proof of insurance and are fully licensed to perform such service.

- I. After the Authorized Repair Technician’s diagnosis, if it is determined that coverage under this **Agreement** does not apply, or no **Breakdown** is discovered, You are required to pay the authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.
- J. Should You have any problems obtaining service, please contact the Named Administrator by calling 833-349-4669 or 833-FIX-HOME for a Customer Service Representative.

### IV. WHAT YOUR AGREEMENT COVERS:

The provisions of this **Agreement** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown**. This Section discusses included coverage for the **Covered Property**. Your coverage depends upon the **Plan** You selected and any optional coverages You purchased. Your selected **Plan** is listed in the **Coverage Selection** section of Your **Declaration of Coverage letter**. The specific product coverages included in that Plan are listed on the **Coverage Summary** included with Your **Declaration of Coverage letter**. It is important to review any Limits of Liability.

The appliances or system must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner and pool or spa equipment);
- 2) In good working order on the Effective Date of this contract;
- 3) Properly maintained and installed throughout the coverage period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). This **Agreement** does not cover costs for maintenance.

This **Agreement** only covers residential properties including single family homes, townhomes, condominiums, multi-family properties (duplex, triplex, etc.), or Mobile homes attached to a permanent foundation. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, daycare, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this **Agreement** will not be covered. Coverage is for occupied residences only. If You have selected the **New-Build Whole Home Warranty Plan**, this Agreement will only cover systems or appliances in Your New-Build Single Family Residence.

#### Homeowner’s Coverage:

All brands of equipment will be covered under the **Agreement** subject to availability of repair parts. Only those items specifically named as Covered are eligible for coverage. **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.**

- A. **Heating and Cooling:** We will cover up to \$1500 per system under 10 years of age and \$1,000 per system over 10 years of age, unless specifically stated otherwise. The limits include any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
  - 1. **Central Air Conditioning System (includes Heat Pumps):** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid

Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, condensate pump, thermostat, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, thermal expansion valve, wall units not ducted when designed to be ducted by the original manufacturer.

2. **Central Home Heating System:** (Gas or Electric or Oil) **COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED:** Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

**NOTE:** For Central Air Conditioning Systems or Central Home Heating Systems over 10 years old, the 12-month limit of liability is \$1,000. If the repair is over \$600 or parts are not available to repair the equipment, a replacement allowance of up to \$600 will be paid to the customer less any paid repair costs. This allowance will increase by \$50 for each full year the customer has been in the program up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required in the form of a purchase receipt.

- B. **Water Heater and Plumbing:** We will cover up to \$1,000 per appliance or system per 12-month period listed below that is under 10 years of age and \$600 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Water Heater:** (Gas or Electric or Tankless) **COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element. **NOT COVERED:** Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.
2. **Plumbing System:** **COVERED:** All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, and Interior Hose Bibs. **NOT COVERED:** Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator. We are not responsible for any repair work which must be executed to access interior lines or pipes.
3. **Plumbing Stoppages:** **COVERED:** Clearing of mainline drain, sewer and lateral drain line stoppages up to 100 feet from access point which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation, except if caused by roots; P-Traps; Drains; and Overflow Access Points. **NOT**

**COVERED:** Stoppages caused by roots; collapsed, broken, or damaged lines outside the confines of the main foundation (even within 100 feet of access point); access to drain or sewer lines from roof vents; removal of toilet or costs to locate, access or install a ground level cleanout.

**NOTE:** For appliances and systems over 10 years old, the 12-month limit of liability is \$600. If the repair is over \$600 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

- C. **Humidifier and Interior Electrical Systems:** We will cover up to \$800 per appliance or system per 12-month period listed below that is under 10 years of age and \$500 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Humidifier:** **COVERED:** All Internal Electrical parts.
2. **Interior Electrical System:** **COVERED:** All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

**NOTE:** For appliances and systems over 10 years old, the 12-month limit of liability is \$500. If the repair is over \$500 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

- D. **Home Appliances:** We will cover up to \$1,500 per appliance or system per 12-month period listed below that is under 10 years of age and \$700 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Range/Oven/Cooktop:** **COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls, Heating Elements (will be replaced with builder's standards only), Internal Wiring. **NOT COVERED:** Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.
2. **Refrigerator:** **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers, Gaskets, Valves and Electronics Circuits. **NOT COVERED:** ice makers and controls, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping.
3. **Ice Maker:** **COVERED:** Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm. **NOT COVERED:** Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.
4. **Clothes Washer:** **COVERED:** Water Level Switch, Water Inlet Valve,

Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts. **NOT COVERED: Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**

5. **Clothes Dryer:** COVERED: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold, Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Drive Belt, Surface Limit Control, Motor, Bearings, Pulleys, Controls (replaced with builder's standard), Timer and Electrical Heating Element. **NOT COVERED: Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
6. **Dishwasher:** COVERED: Heating Element, Pump, Thermostat, Thermal Fuse, Washer and Spray Arms, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Control Panel and Related Electrical Parts. **NOT COVERED: Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping.**

**NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$700. If the repair is over \$700 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.**

- E. **Fans, Garage Doors, and Garbage Disposal:** We will cover up to \$800 per appliance or system per 12-month period listed below that is under 10 years of age and \$500 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Kitchen Exhaust Fan:** COVERED: All internal related Electrical Parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards. **NOT COVERED: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.**
2. **Garbage Disposal:** COVERED: All mechanical and electrical components and parts. **NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food.**
3. **Ceiling Fans:** COVERED: Ceiling Fan Motors and Controls (replaced with builder's standard). **NOT COVERED: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.**
4. **Garage Door Opener:** COVERED: All Mechanical & Electrical Components including Chain, Belts, Door Arm, Trolley, Control Board, Motor, Gear Assembly and Sensors. **NOT COVERED: Cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.**

**NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$500. If the repair is over \$500 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.**

- F. **Microwaves and Ductwork:** We will cover up to \$1,000 per appliance or system per 12-month period listed below that is under 10 years of age and \$750 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Built-In Microwave:** COVERED: Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related

Electrical Parts. **NOT COVERED: Countertop units, door glass, clocks, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping.**

2. **Ductwork:** COVERED: Accessible Ductwork from Cooling and/or Heating Unit to Point of Attachment to Registers or Grills. **NOT COVERED: Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.**

**NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$750. If the repair is over \$750 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.**

- G. **Food Spoilage and Surge Protection:** Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
  1. **FOOD SPOILAGE:** We will cover up to \$200 per 12-month period from the Closing Date for food spoilage. COVERED: A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a refrigerator/freezer Breakdown.
  2. **SURGE PROTECTION:** We will cover up to \$1,000 per 12-month period from the Closing Date for surge protection. COVERED: Breakdown of any covered product under Your Service Plan caused by power surge or spike if the Breakdown occurs while the product is connected to a surge protector accepted by the Underwriter's Laboratory. We may collect Your surge protector for examination.
- L. **Pool and Spa:** We will cover up to \$1,500 per appliance or system per 12-month period listed below that is under 10 years of age and \$700 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
  1. **Pool & Spa:** COVERED: All Above Ground, Accessible, Working Components and Parts of the Heating and Pumping Systems; Gaskets; Primary Circulator Pump; Motor; Relays and Impellers; Back Flush Valves; and Check Valves. **NOT COVERED: Seals and hoses, automatic feeders and chemicals, lights, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, filter elements or media, remote control systems, refrigerant reclamation, built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers, fuel storage tanks, disposable filtration mediums.**
- M. **Utility Systems:** We will cover up to \$2,500 per 12-month period from the Purchase Date for each system listed below. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
  1. **External Water Line:** COVERED: All parts, material, and labor to repair or replace Your leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace Your External Water Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a service leak or perform other work will be replaced with grass seed. **NOT COVERED: Main shut-off valve, blockages, water**

taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.

2. **External Sewer Line: COVERED:** All parts, material, and labor to repair, reline, replace, or unblock Your External Sewer Line. The determination of whether, and with what, to repair, reline, or replace Your External Sewer Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a sewer leak or perform other work will be replaced with grass seed. **NOT COVERED: Pressure reducing valve, sewer line that does not connect to a municipal or city owned sewer line, coverage of External Sewer Line before the main sewer clean out in Your home, booster pump, curb valve, curb box adapter and/or cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main sewer clean out in the house, any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house.**
3. **External Gas Line: COVERED:** All parts, material, and labor to repair or replace a Breakdown to Your External Gas Line. The determination of whether, and with what, to repair, re-line, or replace Your External Gas Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a gas leak or perform other work will be replaced with grass seed. **NOT COVERED: Repair or replacement of any appliance, appliance connectors, burner tips, or fixtures, including fireplaces, fire logs and fire pits, utility meters, concrete-encased lines, failures caused by tree roots, private gas lines or gas lines not supplied by a utility, movement or replacement of the meter, any connections to or extensions from the External Gas Line, such as gas lines to grills, lights, and pool heaters, high pressure gas lines with a pressure rating of 60 psi or greater, internal gas connections or equipment.**

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

1. Our obligation to pay for the repair or replacement of covered appliances, systems or items will not exceed \$5,000 per 12-month period. We will not pay more than the original purchase price for any appliance, system or item.
2. We have the sole right to determine whether a covered item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
3. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
4. All equipment covered by this Agreement must be in good working condition as of the Effective Date of the plan and be reasonably clean and accessible at the time of service. This Agreement does not cover pre-existing conditions, defects or deficiencies.
5. We reserve the right to obtain a second opinion at Our expense.

6. We reserve the right to use a qualified Authorized Repair Technician, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Agreement.
7. We reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Agreement.
8. We are not a service provider and are not Ourselves undertaking to repair or replace any such systems or components.
9. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
10. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.
11. **We are NOT responsible for:**
  - A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.
  - B. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
  - C. Missing parts or structural changes.
  - D. Any appliance or system deemed or classified by the manufacturer as commercial.
  - E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
  - F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.
  - G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.
  - H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
  - I. Breakdowns caused by any of the following:
    - a. Negligence, misuse, abuse, or use not intended by the manufacturer; improper service or maintenance by an Authorized Repair Technician;
    - b. Additions to existing systems or loads in greater quantities or capacities than the original designs; gradual reduction in performance due to wear and tear where no failure or Breakdown has occurred;
    - c. Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, chemical, sedimentary or mineral build-up, mold, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, accident, or conditions that do not arise from or relate to the normal use of the system.
  - J. External Water Lines, External Sewer Lines, and External Gas Lines that run under a body of water, including streams, ponds, brooks, lakes, or wetlands or which You do not have a valid right-of-access.
  - K. Any costs associated with a repair visit if it is determined that coverage under this Agreement does not apply or no covered Breakdown is discovered. In such case, You must pay the cost of the

entire repair visit (including any costs associated with gaining access to equipment).

- L. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Purchase Date. Failures due to rust or corrosion for residents of Florida are only excluded in the event that the rust or corrosion contributed to the failure.
- M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
- N. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
- O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- P. Failure to provide service due to conditions beyond Our control, including but not limited to delays in obtaining parts or equipment or labor difficulties.
- Q. Repair, replacement, or unblocking of sump pumps, vacuum drainage systems, septic systems, swimming pools, spas, sprinkler systems, water tanks, water heaters, radiators, toilet bowls, water softeners, waste disposal units, sinks, motors, decorative features (such as ponds and fountains and any associated equipment).
- R. Repairs, re-lines, or replacements performed without Our prior authorization or arising from manufacturer's recalls, defects, or class action suits.
- S. Any costs associated with the treatment, removal, recovery, disposal, transport, or storage of any known or suspected toxic or hazardous substance/material; any repairs where there is environmental contamination or where such repairs would cause contamination.
- T. Any repairs, re-lines, or replacements where cabinetry prohibits necessary repairs to components of any covered item.
- U. Residential property that is used for commercial, business, or care purposes, including but not limited to daycare centers, fraternity and sorority houses, nursing homes, and special care homes and facilities.
- V. Repairs, re-lines, or replacements to covered items or systems located at vacant property (including vacation property) if all utilities were not in service throughout the coverage period and for ninety (90) days preceding the coverage period.
- W. Permit costs.
- X. External Water Lines, External Sewer Lines, or External Gas Lines over 300 feet or any External Water Line that has a diameter greater than 2", any External Sewer Line that has a diameter greater than 6", and any External Gas Line with a diameter between ½" and 1 ¼".
- Y. Coverage on multiple-unit dwellings, where the agreement holder does not have sole ownership and maintenance responsibility.
- Z. Properties greater than 12,000 sq. ft. are not eligible for coverage.

12. **ACCESSIBILITY OF PRODUCT:** If service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

13. **FEES and CHARGES:**

- A. If plan payment is not collected on a scheduled payment date (i.e. every 30, 90 or 365 days), service under this **Agreement** may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation section VIII.
- B. The price of this **Agreement** and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the **Agreement** giving written notice prior to the effective date of increase.

14. **TRANSFERABILITY:** This **Agreement** is transferable to a new owner of the existing address for a one-time \$39 transfer fee. This **Agreement** is non-transferable to a new address and is only valid for the original residence.

15. **LAWS, CODES and REGULATIONS:** This **Agreement** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.

**VI. CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE AGREEMENT:**

- 1. You may cancel the **Agreement** only by contacting Us or the Named Administrator in writing at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223. Cancellation becomes effective at the end of the current month of coverage.
- 2. In the event of cancellation after thirty (30) days, a pro-rata refund minus any paid claims, will be issued for the unexpired term.
- 3. In the event of cancellation of a quarterly or annual payment plan, a pro-rata refund, recalculated at the higher posted monthly rate, minus any paid claims, will be issued for the unexpired term.
- 4. In the event You cancel within the first thirty (30) days of the Purchase Date, You will be refunded the full **Agreement** price.
- 5. **We reserve the right to cancel this Agreement upon thirty (30) days written notice.** However, in the event of customer fraud, material misrepresentation, failure to pay, or termination as a customer, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- 6. Once this **Agreement** is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another **Agreement**.
- 7. This **Agreement** is renewable at Our option. If We choose to renew Your **Agreement**, You will be offered the terms, conditions and rates that are currently in effect in Your state and as indicated on Your Declaration Page.
- 8. **We reserve the right to update or modify the Terms and Conditions of this Agreement upon thirty (30) days written notice.**

**VII. Resolution of Disputes**

- 1. **This provision constitutes an agreement to resolve any disputes, claims or controversies under this Agreement through good faith negotiation.** Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- 2. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. **WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.**
- 3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.**

4. Unless otherwise required by the laws of the state where the Covered Property is located, this Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law.
5. Any legal or judicial proceeding commenced by or on behalf of You under this Agreement (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. **BY ENTERING INTO THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**
6. Any failure by Us to assert a right or enforce a requirement under this Agreement shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

## STATE SPECIFIC CANCELLATION PROVISIONS AND NOTICES

Regulation of service plans 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 Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**Alabama Residents** – In addition to Your cancellation rights listed above, if the Agreement is cancelled, You shall be entitled to a pro rata refund of the paid Agreement Fee for the unexpired term, less service and a \$25 administrative cost incurred by Us. If the Agreement is cancelled within 20 days of the date the service Agreement was mailed or within 10 days of delivery if the Agreement is delivered at the time of sale and no claims have been made, the Agreement holder is entitled to a refund of 100% of the premium. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service Agreement to the provider. Service Agreements purchased in the state of Alabama shall be governed by the laws of Alabama.

Section VI(5) is deleted in its entirety and replaced with the following: We reserve the right to cancel this Agreement for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the Contract Fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

**Arizona Residents** – Section VI (2) of the Agreement is deleted in its entirety and replaced with the following: If this Agreement is cancelled, You will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by You for the Agreement.

The final sentence in Section V (4) is deleted in its entirety and replaced with the following: “This Agreement does not cover pre-existing conditions, defects or deficiencies unless such conditions were known or should have been reasonably known by Us.”

Section VI (5) is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice. We may not cancel or void this Agreement for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our Authorized Repair Technicians; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our providers. Neither We, Our assignees, nor Our provider may cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.”

**Arkansas Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**Colorado Residents** - Action under this Agreement may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act” articles 1 and 2 of title 6, C.S.R., and a party to such an Agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**Florida Residents** – Fees and rates for coverage under this Agreement are NOT subject to regulation by the Florida Office of Insurance Regulation. Sales representative is: \_\_\_\_\_.

Section VI(4) of this Agreement is deleted in its entirety and replaced with the following: “If You cancel this Agreement within the first thirty (30) days from the Purchase Date, You will be refunded 100% of the gross premium paid, less any claims paid under the Agreement. We may also charge You a reasonable administrative fee, not to exceed 5% of the gross premium paid.”

Section VI (2) of this Agreement is deleted in its entirety and replaced with the following: “If You cancel this Agreement after 30-days, You will be refunded 90% of the unearned pro rata premium, less any claims paid.”

**Georgia Residents** – All provisions of this section apply, except if a Home Owner cancels the Agreement, the Home Owner shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid Agreement fee; and if We cancel the Agreement, the Home Owner shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid Agreement fee. No service, cancellation or administrative fees will be charged or deducted. In Georgia, the obligations under this Agreement are guaranteed by a surety bond executed by [Insurance Company Name and Address].

Section VI (5) is deleted in its entirety and replaced with the following: “We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Agreement, We will refund any unearned portion of the Agreement price on a pro rata basis. Claims paid will not be deducted from any refund due under this Agreement.”

The following paragraph is added to Section VI(2) of the Agreement: “Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Cancellations will comply with Section 33-24-44 of the Code of Georgia.”

Section 5(10) is deleted in its entirety and replaced with the following: “If a claim covered by this Agreement is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Agreement is covered by an insurance policy, manufacturer’s warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer’s



warranty, recall, or legal action. In no event, however, shall we pay more than the applicable Limit of Liability.”

**Hawaii Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 30 days of the date this Agreement was mailed to You or within 20 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement, and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**Illinois Residents** - The following is added to Section VI(2) of the Agreement: If this Agreement is cancelled at any time, We may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.

**Iowa Residents** – The issuer of this Agreement 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 issue may be sent to the insurance division.

**Kentucky Residents** – You are entitled to make a direct claim against the surety insurer if We fail to pay any covered claim within 60 days after the claim has been filed. The Surety Insurer is Hornbeam Insurance, who can be contacted at 471 West Main Street, Suite 302, Louisville, KY 40202.

**Louisiana Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. If this Agreement is cancelled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, material misrepresentation or substantial breach of duties by You.

**Maine Residents** - Section VI (5) is deleted in its entirety and replaced with the following: We may cancel this Agreement by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Agreement for any reason other than nonpayment of the Contract Fee, We will refund 100% of the unearned pro rata Contract Fee, less any claims paid. We may also charge You an administrative fee for the cancellation, not to exceed 10% of the Contract Fee.

**Massachusetts Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**Maryland Residents** – This Agreement is extended automatically if We fail to perform the services under the Agreement and will not terminate until the services are provided in accordance with the terms of the Agreement.

**Michigan Residents** - If performance of this Agreement is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Agreement will be extended for the period of the applicable strike or work stoppage.

**Minnesota Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**New Hampshire Residents** – 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, New Hampshire, 03301 or by calling 800-852-3416.

**Nevada Residents** – The Cancellation Section is REPLACED with the following: Obligations of the provider under this Agreement are backed only by the full faith and credit of OnPoint and is not guaranteed under a reimbursement insurance policy. You may cancel this Agreement at any time. If You cancel within the first 30 days of the Coverage Period, and no Service Request has been made, then You are entitled to a full refund of the cost of this Agreement. You may not transfer the right to cancel the Agreement to another person within the first 30 days of the Effective Date of this Agreement. We cannot cancel this Agreement, except for: (i) nonpayment by You of Agreement Fees; or (ii) fraud or material misrepresentation by You of facts material to the issuance of this Agreement after being in effect for seventy (70) days. If We cancel this Agreement, or You cancel after the first 30 days of the Coverage Period, You will be entitled to a pro rata refund of the Agreement Fee You paid for the unexpired term. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this Agreement. The provider shall refund to the purchaser the purchase price of the Agreement within 45 days after the Agreement has been returned to the provider. If the provider does not refund the purchase price within 45 days, the provider will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. Failure to pay the Trade Service Fee may result in cancellation of this Agreement with no less than 15 days’ notice of cancellation provided by Us. However, We will not cancel this Agreement if the Trade Service Fee is paid prior to the effective date of cancellation. Emergency service for goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported. In an emergency situation, if the repairs cannot be completed within 3 calendar days after the report of the claim, We will provide a status report to the holder and the Commissioner by electronic mail. We may not change the conditions of this Agreement in the middle of the Agreement term without Your affirmative consent, unless the changes are favorable to You in their entirety or are mandated by Nevada law to apply to in-force Agreements. If We decide to alter the terms of this Agreement in a manner not entirely favorable to You and not mandated by law, then We may only do so upon the expiration of the current Agreement term. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflicts of law. If You are not satisfied with the manner

in which We have handled a claim, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

The following provision is added to Section VI: "This Agreement is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This Agreement is non-transferable to a new address and is only valid for the original residence."

**New Hampshire Residents** - In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

**New Mexico Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 60 days after the cancellation of this Agreement.

**New York Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Agreement.

**North Carolina Residents** – The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

**Oklahoma Residents** – This Agreement is not issued by the manufacturer or wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. We are both the obligor and administrator. In addition to Your cancellation rights above, You are entitled to a full refund of the amount paid by You under this Agreement, less a cancellation fee of ten percent (10%).

Section VI (5) is deleted and replaced with: "We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel this Agreement, We will refund one-hundred percent (100%) of the unearned pro-rata premium."

**South Carolina Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this 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, Telephone #: (800) 768-3467.

**Texas Residents** – We will provide You with written notification of any material changes to this Agreement forty-five (45) days in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Agreement by providing written notice within the forty-five (45)-day period prior to the effective date of the change. If You do not respond prior to the expiration of the forty-five (45)-day period, the change will be deemed accepted by You. It is understood that We WILL NOT BE THE SERVICE PROVIDER and We WILL NOT BE PERFORMING the actual repair of any such systems or components. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE §1303.304. NOTICE: THIS AGREEMENT IS ISSUED BY A RESIDENTIAL SERVICE COMPANY LICENSED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049. THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT OR HOME WARRANTY IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED FROM OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO CONDUCT BUSINESS IN TEXAS. NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Utah Residents** – Section VI (5) is deleted in its entirety and replaced with the following: "We may cancel this Agreement during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (c) substantial breaches of contractual duties, conditions, or warranties. For purposes of this section, fraud and any customer threat of acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician are considered substantial and material breaches of Your contractual duties. In addition, We may be required to cancel a Plan or this Agreement as a result of a decision or order of a governmental body or a change in laws or regulations."

Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This Agreement is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**Vermont Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of receipt of this Agreement if You have not received any Service for a full refund of the amount paid by You under this Agreement.

**Virginia Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. If You are unable to contact or obtain satisfaction from the home service Agreement provider then You may contact the Bureau of Insurance at P.O. Box 1157, Richmond, VA 23218-1157 or by calling 1-877-310-6560.

**Washington Residents** – Cancellation may be made by Agreement Holder at any time. If cancelled within 30 days of acceptance of OnPoint Warranty Solutions, and no service request has been made, the Agreement Holder is entitled to a full refund of the Agreement proceeds. A 10% penalty per month shall be added to a refund of the purchase price that is not paid or credited within 30 days after return of the service contract to the service contract provider.

**Wisconsin Residents** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 15 days of the date this Agreement was delivered to You for a full refund. This Agreement shall not be cancelled due to unauthorized repair of covered equipment. If You cancel this Agreement, no deduction shall be made from the refund for the cost of any service received. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Agreement, failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

Section VI (5) is deleted in its entirety and replaced with the following: “We may only cancel this Agreement for nonpayment of the Contract Fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Agreement for any reason other than nonpayment of the Contract Fee, we will refund 100% of the unearned pro rata Contract Fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the Contract Fee.”

**Wyoming Residents** – In addition to Your cancellation rights listed above and in accordance with Section 26-49-103 of the Wyoming Insurance Code, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a

longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. If this Agreement is cancelled by Us, We shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by Us. Notice is not required if the reason for cancellation is nonpayment of the Contract Fee, material misrepresentation or substantial breach of duties by You. Paragraphs 1 (dispute resolution), 2 (venue), 3 (waiver of jury trial), 4 (governing law) and 5 (waiver of class action) of the Resolution of Disputes Section of this Agreement do not apply to Wyoming residents.