

Agreement Number: _____

Schedule

AGREEMENT HOLDER INFORMATION			
NAME		PHONE	
ADDRESS (Complete only if Holder's mailing address is different from the Residential Property Address)			
CITY	STATE	ZIP	
RESIDENTIAL PROPERTY ADDRESS			
ADDRESS			
CITY	STATE	ZIP	
AGREEMENT INFORMATION			
AGREEMENT TERM IN MONTHS _____ month(s)	AGREEMENT PURCHASE DATE	AGREEMENT EFFECTIVE DATE	AGREEMENT RENEWAL DATE (if applicable)
	AGREEMENT EXPIRATION DATE	SERVICE CALL FEE [\$75]	AGREEMENT PURCHASE PRICE
COVERAGE SELECTED			
<input type="checkbox"/> [APPLIANCE PACKAGE] Built-In Microwave; Dishwasher; Garbage Disposal; Kitchen Refrigerator; Range/Oven/Cooktop; Clothes Washer/Dryer			
<input type="checkbox"/> [SYSTEMS PACKAGE] Central Air Conditioner; Central Heating System; Ductwork; Water Heater; Kitchen Exhaust Fan; Internal Electrical System; Internal Plumbing System			
<input type="checkbox"/> [TOTAL PLAN PACKAGE]			
<input type="checkbox"/> [TOTAL PLAN PACKAGE] – ENHANCED PROTECTION			
<input type="checkbox"/> [TOTAL PLAN PACKAGE] – LUXURY PROTECTION Everything covered in the Appliance Package and the Systems Package			
Additional Coverage Options Selected – (additional charges will apply)			
<input type="checkbox"/> Boiler <input type="checkbox"/> Central Vacuum System <input type="checkbox"/> Septic System <input type="checkbox"/> Free-Standing Freezer <input type="checkbox"/> Garage Door Opener	<input type="checkbox"/> Programmable Thermostat <input type="checkbox"/> Spa <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Ice Maker – In Refrigerator or Stand Alone	<input type="checkbox"/> Secondary Refrigerator – not including ice maker <input type="checkbox"/> Well Pump <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Wine Cooler <input type="checkbox"/> Additional AC Unit <input type="checkbox"/> Ceiling Fans <input type="checkbox"/> Doorbell System
Select the dwelling type being covered by this Agreement:			
<input type="checkbox"/> Single-Family home less than 5,000 sq. ft. <input type="checkbox"/> Townhome less than 5,000 sq. ft. <input type="checkbox"/> Condominium less than 5,000 sq. ft.	<input type="checkbox"/> Single-Family home from 5,000 to 8,000 sq. ft. <input type="checkbox"/> Single-Family home from 8,001 to 12,000 sq. ft. <input type="checkbox"/> Mobile or Modular home less than 5,000 sq. ft.		
SELLER INFORMATION			
NAME		PHONE	
ADDRESS			
CITY	STATE	ZIP	

[THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.]
 You are required to receive prior approval from Us as soon as the problem is discovered. We will accept service calls from 8:00 AM to 5:00 PM EST Monday through Friday at [(877) 204-1748], or You may file Your claim online 24 hrs. a day/7 days a week at www.homeassureadmin/claims If there is an after-hours emergency, You must send an email to support@homeassureadmin.com outlining the details of the issue. Your Service Fee for each service requested is [\$75]. Should You have questions pertaining to billing or this Agreement, please call Our office at [(877) 204-1748] and select the billing option from the menu. Please do not hesitate to call Us if You have any questions about Your Agreement. Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages 8-9 of this document.

HOME PROTECTION SERVICE AGREEMENT

Term & Conditions

We hope **You** enjoy the added comfort and protection this **Service Agreement** provides. Please read this **Agreement** carefully, as it describes the service **You** will receive in return for **Your** payment of the **Agreement** Purchase Price. The information contained in these important terms and conditions document (the "**Service Agreement**", "**Agreement**") is intended to be **Your** guide in knowing what is covered and how coverage works under **Your** Plan. This **Agreement** contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. If **You** ever need assistance regarding **Your Agreement**, contact the **Administrator** at any time. Be sure to keep this **Agreement** document and **Your** Sales Receipt/Invoice together, as they will come in handy when **You** have a **Claim**. **Certain items and events are not covered by this Agreement. Please refer to the Exclusion section of this Agreement.**

I. DEFINITIONS:

Throughout this document, the following capitalized words in bold have the stated meaning –

1. **"We", "Us", "Our"**: the party or parties obligated to provide service under this **Service Agreement**. The provider of this **Service Agreement** (the "obligor"), who is **CGA SC Provider Services, INC**, a company located at 6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251, (877-204-1748). **In Florida**: the provider of this **Service Agreement**, **Northcoast Warranty Services, Inc.** a company located at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097 (FL License No. 49123). **This Agreement is not available in the states of Alaska, California, New Hampshire, Ohio, Washington, and Wisconsin.**
2. **"Administrator"**: the party authorized by **Us** who is responsible for administering benefits to **You** in accordance with the terms and conditions of this **Service Agreement**, **Camelback Administrative Group, INC. doing business as HomeAssure**, a company located at [6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251], with phone number [(877) 204-1748].
3. **"You", "Your", "Customer"**: the purchaser of this **Service Agreement** that is listed on the Schedule Page who is to receive the benefits outlined herein or the person to whom this **Agreement** was properly transferred.
4. **"Service Agreement", "Agreement"**: this home protection service agreement terms and conditions document.
5. **"Residential", "Residence"**: refers to the single-family home, townhome, condominium, multi-family property (i.e., duplex or triplex), mobile or modular home (which is permanently fixed to the foundation), occupied by **You** or **Your** authorized occupant.
6. **"Breakdown"**: a covered item which becomes inoperable and unable to perform its designed function.
7. **"Claim"**: a demand for payment in accordance with this **Service Agreement** sent by **You**.
8. **"Emergency Claim", "Emergency Repair"**: a **Breakdown** (or suspected **Breakdown**) of **Your** covered item or covered system that affects the safe inhabitability of **Your Residence**; including, the **Breakdown** of a central home air conditioning covered system or central home heating covered system when the temperature outside the covered **Residence** exceeds 90 degrees Fahrenheit or drops below 40 degrees Fahrenheit; respectively.
9. **"Seller"**: the entity from whom **You** purchased this **Agreement** as shown on the Schedule Page.
10. **"Service Fee", "Deductible"**: the amount that is due by **You** for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Agreement**.
11. **"Servicer Provider"**: the entity responsible for providing service under this **Agreement**.
12. **["Waiting Period"**: the period of time starting on the **Agreement** Purchase Date, through thirty (30) days thereafter, during which time no **Claims** are considered for coverage under this **Service Agreement**.]

II. COVERAGE ELIGIBILITY:

In order for a system or appliance to be considered eligible for coverage under this Agreement, the system or appliance must be:

- a) Located within a **Residence**, as defined.
- b) Classified by the manufacturer as residential (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).
- c) Located within the perimeter of the main house foundation or garage (with exception to the exterior air conditioner, pool, or spa equipment); as applicable to **Your** coverage plan selection and confirmed on **Your** Schedule Page.
- d) In good, safe working order and correctly installed at the premises as of the **Agreement** Effective Date.
- e) Properly maintained as recommended by the manufacturer's owner's manual and product warranty; and
- f) Accessible at the time of service.

THIS AGREEMENT ONLY COVERS RESIDENTIAL PROPERTIES INCLUDING SINGLE FAMILY HOMES, TOWNHOMES, MULTI-FAMILY PROPERTY, MOBILE OR MODULAR HOMES, OR CONDOMINIUMS, FOR THE RESPECTIVE SQUARE FOOTAGE AS SHOWN IN THE DWELLING TYPE BEING COVERED BY THIS AGREEMENT SECTION IN THE SCHEDULE. PROPERTIES LISTED ON A HISTORICAL REGISTER, AND ANY PROPERTY USED IN WHOLE OR IN PART FOR BUSINESS PURPOSES SUCH AS, BUT NOT LIMITED TO, DAY CARE, GROUP HOME, REST HOME, CHURCH, SCHOOL OR SORORITY/FRATERNITY, AIRBNB, OR VACATION RENTAL PROPERTIES ARE NOT COVERED. COMMON AREAS OR ITEMS SHARED BY NON-PURCHASERS OF THIS AGREEMENT WILL NOT BE COVERED. COVERAGE IS FOR OCCUPIED RESIDENCES ONLY, NOT RESIDENCES USED AS BUSINESSES.

III. COVERAGE PERIOD:

[THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.]

Coverage begins on the **Agreement Effective Date** as indicated on the Schedule Page [which is thirty (30) days after the **Agreement** Purchase Date indicated on the Schedule Page]. All monthly terms will begin on the **Agreement** Effective Date. After the **Agreement** Effective Date, coverage will continue as long as all monthly or renewal payments are made as scheduled.

Coverage may be selected for monthly or annual terms and paid for accordingly. All **Agreements** automatically renew unless cancelled by **You** or **Us** or non-renewed by **Us**.

WHEN YOUR PLAN BEGINS AND ENDS

- (1) **One-Time Pay Plans:** If **You** paid for **Your Agreement** in one payment, coverage under **Your Agreement** will end on the **Agreement** Expiration Date of **Your** coverage, unless it is renewed or cancelled or **Our** obligations under the **Agreement** become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.
- (2) **Continuous Monthly Plans:** If **You** select a plan that automatically renews on a month-to-month basis, coverage under **Your Agreement** will continue and **You** authorize **Administrator/Seller** to charge **Your** credit card for the amount specified on **Your** payment receipt each month until **Your Agreement** is cancelled, **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limit of Coverage Liability, or **We** discontinue the monthly renewals. **Your** account must be current to receive service. If **You** wish to non-renew **Your** coverage under this **Service Agreement**, please call **Our** authorized representative at [(877) 204-1748] prior to **Your** next billing cycle due date.

IV. COVERAGE – WHAT IS COVERED:

In the event of a covered **Breakdown** this **Agreement** provides for service, repair, or replacement of covered items, due to a covered **Breakdown** on all items or Systems for which coverage has been purchased (subject to terms and limitations of this **Agreement**), less a [\$75] service call fee per incident or actual cost of service, whichever is less, payable to the company providing service. This **Agreement** provides coverage only for those items specifically listed as being covered on the Schedule Page and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. At **Our** sole discretion, **We** may decide to provide reimbursement towards the cost of replacement in lieu of Service.

Coverage described in this **Agreement** will not replace or provide duplicative benefits during any active manufacturers or builder's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this **Agreement**; regardless of the manufacturer's ability to fulfill its obligations. This **Agreement** will not provide duplicative coverage for perils or losses that are covered under any homeowner's or other property insurance policies. **PARTS USED TO REPAIR OR REPLACE COMPONENTS OF YOUR COVERED ITEM/COVERED SYSTEM MAY BE NEW, REFURBISHED, OR NON-MANUFACTURER PARTS THAT FIT THE SPECIFICATIONS OF YOUR COVERED ITEM/COVERED SYSTEM.**

V. APPLIANCE AND SYSTEM COVERAGE PLANS:

Major brands of equipment will be covered under this **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.**

- 1) **[APPLIANCE PACKAGE]:** We will cover up to \$1,000 per appliance per 12-month period listed below. The \$1,000 limit includes any costs for access, diagnosis, repair or replacement, and installation.
 - **Built-In Microwave:** We will cover up to \$1,000. **COVERED:** door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. **NOT COVERED:** All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.
 - **Dishwasher:** We will cover up to \$1,000. **COVERED:** heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. **NOT COVERED:** All other components, including but not limited to: Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.
 - **Garbage Disposal:** We will cover up to \$1,000. **COVERED:** all mechanical and electrical components and parts. **NOT COVERED:** All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.

- **Kitchen Refrigerator – excluding icemaker:** We will cover up to \$1,000. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.
- **Range/Oven/Cooktop:** We will cover up to \$1,000. **COVERED:** surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. **NOT COVERED:** All other components, including but not limited to: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi- temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.
- **Clothes Washer:** We will cover up to \$1,000. **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, pump coupling, drive belt, and related electrical parts. **NOT COVERED:** All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.
- **Clothes Dryer:** We will cover up to \$1,000. **COVERED:** gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer, and electrical heating element. **NOT COVERED:** All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/humidity center or cosmetic issues.

NOTE: For appliances over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$500. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

- 2) **[SYSTEMS PACKAGE]:** We will cover up to \$1,500 per system per 12-month period listed below. The \$1,500 limit includes any costs for access, diagnosis, repair or replacement and installation.
 - **Central Air Conditioning (includes Heat Pumps):** (Electric only) We will cover up to \$1,500. 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:** All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, 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, 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, wall units not ducted when designed to be ducted by the original manufacturer.
 - **Central Heating System:** (Gas or Electric) We will cover up to \$1,500. **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, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED:** All other components, including but not limited to: Ductwork, Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.
 - **Ductwork:** We will cover up to \$1,000. **COVERED:** accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills. **NOT COVERED:** All other components, including but not limited to: 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/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.

- **Water Heater:** (Gas or Electric) We will cover up to \$1,000. **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:** All other components, including but not limited to: 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.
- **Kitchen Exhaust Fan:** We will cover up to \$1,000. **COVERED:** all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. **NOT COVERED:** All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.
- **Internal Electrical System:** We will cover up to \$1,000. **COVERED:** all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. **NOT COVERED:** All other components, including but not limited to: 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.
- **Internal Plumbing System:** We will cover up to \$1,000. **COVERED:** all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. **NOT COVERED:** All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, 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, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$600 or parts are not available to repair the equipment, a \$600 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

NOTE: For other systems over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$500. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

- 3) **[TOTAL PLAN PACKAGE]:** When Total Plan Package coverage has been purchased as indicated on the Schedule Page, coverage will include the following:

- Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.
- Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.

NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.

- 4) **[TOTAL PLAN PACKAGE – ENHANCED PROTECTION]:** When Total Plan Package – Enhanced Protection coverage has been purchased as indicated on the Schedule Page, We will cover up to \$2,500 per occurrence, for all systems and appliances per 12-month period, coverage will include the following:

- Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.
- Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.

NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.

- 5) **[TOTAL PLAN PACKAGE – LUXURY PROTECTION]:** When Total Plan Package – Luxury Protection coverage has been purchased as indicated on the Schedule Page, We will cover up to \$3,500 per occurrence, for all systems and appliances per 12-month period, coverage will include the following:

- Coverage includes all that is referenced under the "APPLIANCE PACKAGE" plan.
- Coverage includes all that is referenced under the "SYSTEMS PACKAGE" plan.

NOT COVERED: ALL EXCLUSIONS LISTED IN THE APPLICABLE "APPLIANCE PACKAGE" PLAN OR "SYSTEMS PACKAGE" PLAN THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.

VI. ADDITIONAL COVERAGE OPTIONS:

- **Boiler:** We will cover up to \$1,000. **COVERED:** All mechanical system components and parts. **NOT COVERED:** All other components, including but not limited to: components which are part of the heating system and not part of the boiler, including but not limited to water feeders, thermostats, relays, zone valves, expansion tanks, piping, valves, fittings, external wiring, and additional circulators.
- **Central Vacuum System:** We will cover up to \$1,000. **COVERED:** All mechanical system components and parts. **NOT COVERED:** All other components, including but not limited to: ductwork – hoses – blockages – accessories.
- **Septic System:** We will cover up to \$1,000. **COVERED:** sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. **NOT COVERED:** All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.
- **Freezer (Free-Standing):** We will cover up to \$1,000 per appliance or system per 12-month period. The \$1,000 limit includes any costs for access, diagnosis, repair or replacement and installation. **COVERED:** all parts and components that affect the operation of the unit. **NOT COVERED:** All other components, including but not limited to: Icemakers, crushers, dispensers, and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.
- **Garage Door Opener:** We will cover up to \$1,000. **COVERED:** all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. **NOT COVERED:** All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.
- **Programmable Thermostat:** We will cover up to \$1,000. **COVERED:** Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. **NOT COVERED:** all other components.
- **Swimming Pool and/or Spa:** We will cover up to \$1,500. **COVERED:** coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except:
NOT COVERED: All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.
- **Icemaker (In Refrigerator or Stand Alone):** We will cover up to \$1,000. **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:** All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.
- **Secondary Refrigerator – not including icemaker:** We will cover up to \$1,000. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.
- **Well Pump:** We will cover up to \$1,000. **COVERED:** all components and parts of well pump utilized for main dwelling only, except: **NOT COVERED:** All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.

- **Trash Compactor:** We will cover up to \$1,000. **COVERED:** Removable buckets, lock, and key assemblies. **NOT COVERED:** All other.
- **Wine Cooler:** We will cover up to \$1,000. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED:** All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.
- **Additional Air Conditioning Unit (includes Heat Pumps):** (Electric only) We will cover up to \$1,500. 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:** All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, 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, 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, wall units not ducted when designed to be ducted by the original manufacturer.
- **Ceiling Fans:** We will cover up to \$1,000. **COVERED:** ceiling fan motors and controls (replaced with builders standard). **NOT COVERED:** All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments, and wall fans.
- **Doorbell System:** We will cover up to \$1,000. **COVERED:** All components and parts, except as noted as Not Covered. **NOT COVERED:** All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.

NOTE: For appliances and systems over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$500. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$600 or parts are not available to repair the equipment, a \$600 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

VII. TO OBTAIN SERVICE/MAKE A CLAIM:

The submission of a Claim does not automatically mean that the Breakdown of the item or System is covered under this Service Agreement. In order for a Claim to be considered, You must contact the Administrator first for Claim approval.

1. You are required to receive prior approval from Us before service work can be performed under this Agreement. You should notify Us as soon as the problem is discovered. Call the Administrator toll-free (available Monday through Friday, 8am to 5pm Eastern; excluding holidays) at [(877) 204-1748] or You may file Your Claim online 24-hours a day/ 7 days a week at www.homeassureadmin.com/claims. Upon authorization of Your Claim, the Administrator will initiate service for approved Claims within 48 hours.

EMERGENCY REPAIR: In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify the Administrator of such fact through the use of the toll-free number at [(833) 877-2250] or email Administrator with contact and Agreement information at support@homeassureadmin.com (available 24 hours a day, 7 days a week, 365 days a year). PLEASE ONLY INITIATE EMERGENCY SERVICE FOR AN "EMERGENCY CLAIM", AS DEFINED IN THIS AGREEMENT. Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs.

2. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency

service. If **You** should request **Us** to perform non-emergency service outside of normal business hours, **You** will be responsible for payment of additional fees and/or overtime charges.

3. **We** have the sole and absolute right to select the **Service Provider** to perform the service; and **We will not reimburse for services performed without prior approval.**
4. **You** will pay up to a [\$75] **Service Fee** per claim or the actual repair cost, whichever is less. The **Service Fee** is for each visit by **Our** approved **Service Provider** and is payable to **Our** approved **Service Provider** at the time of each visit. The **Service Fee** applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The **Service Fee** also applies in the event **You** fail to be present at a scheduled time, or in the event **You** cancel a service call at the time a **Service Provider** is in route to **Your** home or at **Your** home. **Failure to pay the Service Fee will result in suspension or cancellation of this Agreement until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Agreement Term will not be extended.**
5. If service work performed under this **Agreement** should fail, then **We** will make the necessary repairs without an additional **Service Fee** for a period of ninety (90) days on parts and thirty (30) days on labor.

In the event the Term of Your Agreement expires during the time of an approved Claim, Your Agreement Term will be automatically extended until such Claim has been fulfilled under the provisions of this Service Agreement.

VIII. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$5,000 or \$7,500 for Total Plan Package – Luxury Protection per twelve (12) month period. Once this Term Aggregate Limit has been reached, Our obligations for the current Term are considered fulfilled in their entirety and no further Claims will be considered. **ADDITIONALLY:**

1. **We will not pay more than the current market value for any appliance, system or item unless otherwise noted in SECTION V. - APPLIANCE AND SYSTEM COVERAGE PLANS.**
2. **We have the sole right to determine whether a covered appliance, item, systems, or electronic equipment 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 up to the Limit of Coverage Liability.**
4. **We reserve the right to obtain a second opinion at Our expense.**
5. **We reserve the right to use qualified Service Providers, 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.**
6. **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.**
7. **We are not a Service Provider and are not Ourselves undertaking to repair or replace any such appliances, systems, or components.**
8. **In the event that there is any other collectable insurance, service agreement, 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, service agreement, warranty, or guaranty. We will not pay for parts covered under a manufacturer's warranty.**

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

IX. EXCLUSIONS – WHAT IS NOT COVERED:

- A. **A pre-existing condition known to You ("pre-existing condition" refers to a condition that either: (i) within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Item/Covered System before the**

Agreement Effective Date, or (ii) is determined by Us to be a Breakdown or otherwise covered damage that occurred prior to the expiration of the Agreement's Waiting Period).

- B. Any Claim for Service to the Covered Item/Covered System that has not received prior approval from the Administrator.
- C. Any appliance or system or part failure that is under a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect nor any appliance or system whose manufacturer warranty has been voided due to a removed manufacturer's model and serial number tag.
- D. Cosmetic and non-operational repairs are not covered (including but not limited to noise, odor, corrosion, clocks/timers, self-cleaning function, or other parts not affecting the core operation of the item, loss of some optional functions, computerized monitoring equipment).
- E. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters, or adding or draining refrigerant for appliances or HVAC units.
- F. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
- G. Missing parts or structural changes.
- H. Any appliance or system deemed or classified by the manufacturer as commercial.
- I. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- J. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
- K. Any consequential damages, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.
- L. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.
- M. Any material, parts or labor required as a result of abuse, misuse and/or neglect; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.
- N. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
- O. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Agreement Purchase Date.
- P. Any service or repair associated with hazardous material treatment, removal, or disposal.
- Q. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.
- R. 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.
- S. The disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product.
- T. Any cost associated with opening or closing walls, floors, or ceilings.
- U. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- V. Failures due to an inherent design flaw from the manufacturer.
- W. Sewage backup.
- X. 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.

X. CANCELLATION OF THE AGREEMENT:

You may cancel this Agreement at any time by contacting the Seller or Administrator. NOTICE: The following cancellation provisions apply to the original purchaser of this Agreement only.

- For Annual Term Agreements, If cancelled within the first thirty (30) days of the Agreement Purchase Date, and no service has been provided, You will receive a full refund of the Agreement Purchase Price paid.
If Your cancellation request is made after thirty (30) days of the initial Agreement Purchase Date, a pro-rata refund will be issued for the unexpired term less any claims paid.
- For Monthly Term Agreements, If Your cancellation request is within thirty (30) days of the initial Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price paid.
If Your cancellation request is made after thirty (30) days of the initial Agreement Purchase Date, coverage will continue through the end of the current billing period and no refund is provided.

In addition, if cancellation is within the first year of being an active Customer and if any service has been performed, You may be charged the lesser of a [\$75] cancellation fee or the cost of the service provided.

WE MAY ONLY CANCEL THIS SERVICE AGREEMENT FOR THE FOLLOWING REASONS: for non-payment of Service Agreement Purchase Price, or for fraud or misrepresentation of facts that are material to the issuance of this Agreement. If We cancel this Agreement, We will provide written notice to You at least fifteen (15) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Agreement, You will receive a pro-rata refund based upon the same criteria as outlined above. 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 will be issued.

ONCE THIS AGREEMENT IS CANCELLED, YOU WILL BE SUBJECT TO A THIRTY (30) DAY WAITING PERIOD IF YOU WISH TO PURCHASE ANOTHER AGREEMENT.

IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING TERMINATION OF THE AGREEMENT FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.

XI. FEES and CHARGES:

- A. If the Agreement Purchase Price is not paid by You when due, coverage is suspended until payment is received by the Administrator or Obligor. Service under this Agreement may be denied during the period the Agreement is suspended. Coverage will be reinstated and begin when payment is received by the Administrator or Obligor. The Agreement Term will not be extended beyond the original Agreement Expiration Date. Accounts delinquent more than ten (10) days may be cancelled as provided in the **Section X – CANCELLATION OF THE AGREEMENT**.
- B. Upon renewal, the Agreement Purchase Price and any included limits, fees or charges may be adjusted.

Notice of any price adjustment for monthly term Agreements will be given to You in writing at least thirty (30) days prior to implementation. You may cancel this Agreement by giving written notice prior to the Agreement Effective Date of an increase.

XII. TRANSFERABILITY: This Agreement is transferable to a new owner of the Residence only, for a one-time \$25 transfer fee. This Agreement is non-transferable to any other address or property and is only valid for the original Residential Property Address shown in the Schedule Page. To initiate transfer to a new owner of the covered Residence, contact the Administrator at [(877) 204-1748].

XIII. 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.

XIV. PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.homeassureadmin.com.

XV. INSURANCE: THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE AGREEMENT. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a cancellation refund or 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.

XVI. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator** (the “Parties”) are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this **Agreement**, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale or fulfillment of this **Agreement** (collectively, “Claims”), shall be resolved by final and binding arbitration. “Claims” shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the **Administrator’s** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the Agreement shall apply, without regards to conflicts of law.

XVII. CLASS ACTION WAIVER: All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, [(800) 778-7879], www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution

of Disputes through Document Submission, except that a Party may ask for a hearing, or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call [(800) 778-7879]. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, **You** must send written notice to either: (1) [6991 E Camelback Road, Suite C309, Scottsdale, AZ 85251], [(877-204-1748)] or (2) support@homeassureadmin.com, with the subject line, "Arbitration Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

NOTICE: THE PURCHASE OF THIS SERVICE AGREEMENT IS NOT MANDATORY AND MAY BE WAIVED.

STATE REQUIREMENTS AND DISCLOSURES:

Alabama: **CANCELLATION OF THE AGREEMENT** section is amended as follows: If the **Agreement** is cancelled, **You** shall be entitled to a pro rata refund of the **Agreement** Purchase Price for the unexpired term, less service and a \$25 administrative cost incurred by **Obligor**. If the **Agreement** is cancelled within thirty (30) days of the date the service **Agreement** was mailed or within ten (10) days of delivery if the **Agreement** is delivered at the time of sale and no claims have been made, **You** are entitled a refund of 100% of the premium. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement** by Administrator or Obligor.

Arizona: **CANCELLATION OF THE AGREEMENT** section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee will be the lesser of the seventy-five dollars (\$75) cancellation fee or ten percent (10%) of the gross amount paid by **You** for this **Agreement**. Arbitration section is amended as follows: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at (602) 364-2499, Attn: Consumer Protection. **You** may directly file any complaint with the DIFI against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division at (602) 364-2499. **Exclusions listed in the Agreement apply once the Covered Product is owned by You. Limit of Coverage Liability and Conditions, 3.,** is revised to include: This **Agreement** does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the **Agreement** on **Our** behalf. **Appliance and System Components** is revised to delete the following: **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. Appliance and System Coverage Plans NOT COVERED sections contained in V. 1) - 3) and IX. are to delete: including, but not limited to.**

Arkansas: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Colorado: Actions under this **Agreement** may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and **You** may have a right of civil action under those laws.

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. If the Covered Property is in **Our** custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed.

Florida: The following disclosures are added to this Agreement: **THIS HOME WARRANTY MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE. The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

CANCELLATION OF THE AGREEMENT section is amended as follows: If this **Agreement** is cancelled by **You** within the first thirty (30) days of the **Agreement** Purchase Date, **You** will receive a full refund of the gross **Agreement** Purchase Price paid, less the amount of any claims paid, and less an administrative fee not to exceed \$75 or 5% of the gross **Agreement** Purchase Price paid, whichever is less. If this **Agreement** is cancelled by **You** after the first thirty (30) days of the **Agreement** Purchase Date, **You** will be refunded 90% of the unearned pro rata **Agreement** Purchase Price paid, less the amount of any claims that have been paid. If **We** cancel the **Agreement** for any reason other than for fraud or misrepresentation, **You** will be refunded 100% of unearned the pro rata **Agreement** Purchase Price, less the amount of any claims paid on the **Agreement**.

This Agreement may not exclude coverage because of the presence of rust or corrosion unless the rust or corrosion was a contributing cause of the Breakdown or failure of a covered appliance, unit, or system.

Section XV. INSURANCE is deleted and replaced with the following: **THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE AGREEMENT.** 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 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

Sections XVI. Dispute Resolution/Arbitration Agreement and Class Action Waiver and XVII. CLASS ACTION WAIVER is deleted from this Agreement.

Georgia: **CANCELLATION OF THE AGREEMENT** section is amended as follows: If **You** cancel within the first thirty (30) days of the **Agreement** Purchase Date, **You** will be refunded the full **Agreement** Purchase Price, less any claims paid. If **You** cancel after thirty (30) days, **You** shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid agreement fee, less any claims that

have been paid or less the cost of repairs made on **Your** behalf. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If cancelled by the **Obligor** and/or **Administrator** within thirty (30) days from the **Agreement** Purchase Date, the refund due shall be one hundred percent (100%) of the **Agreement** Purchase Price. If cancelled after thirty (30) days by the **Obligor** and/or **Administrator**, the refund due shall be one hundred percent (100%) of the unearned pro-rata **Agreement** Purchase Price, less any **Claims** paid. **We** will mail **You** a written notice of cancellation prior to thirty (30) days of the date of cancellation of this **Agreement**. The notice of cancellation shall state the effective date and the reason for cancellation. This **Agreement** may only be cancelled by **Us** due to fraud, material misrepresentation, or non-payment. The funding party and lienholder must hold a power of attorney in order to cancel the **Agreement** for nonpayment. ARBITRATION section of this **Agreement** is removed. In Georgia, should a discrepancy arise between the English and Spanish versions due to issues of interpretation, the English version will take precedence in all cases.

Hawaii: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

Illinois: CANCELLATION OF THE AGREEMENT section is amended as follows: If **You** cancel within the first thirty (30) days of the **Agreement** Effective Date, and no service request has been made, **You** are entitled to a full refund of the cost of this **Agreement** less an **Administrator** fee of the lesser of \$50 or 10% of the **Agreement** fee. If **Obligor** cancels this **Agreement** or if **You** cancel this **Agreement** after the first thirty (30) days of the **Agreement** Effective Date, then **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term, less an **Administrator** fee of the lesser of \$50 or 10% of the **Agreement** fee, and any actual service costs incurred by **Obligor**.

Iowa: 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 issuer may be sent to the Insurance Division. If **You** have questions regarding **Your** **Agreement**, **You** may address them to the Iowa Insurance Commissioner at the following address: **ATTN: Hon. Doug Ommen, Commissioner of Insurance, Iowa Insurance Division, [1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315]**. CANCELLATION OF THE AGREEMENT section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Agreement** Purchase Price, a material misrepresentation by **You** to **Us** or **Administrator**, or a substantial breach of duties by **You** related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Agreement** is cancelled by **Us** for any reason other than nonpayment of the **Agreement** Purchase Price, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. **We** may charge a cancellation fee in an amount no greater than ten percent (10%) of the **Agreement** Purchase Price. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within thirty (30) days after the return of the **Agreement** to the provider.

Louisiana: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (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 forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least fifteen (15) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.

Maine: CANCELLATION OF THE AGREEMENT section is amended as follows: The provider of the **Agreement** shall mail a written notice to the **You** at the **Your** last known address contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to **You** one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by **You** may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

Maryland: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

Massachusetts: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Minnesota: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or

credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become an **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact **Our** toll-free assistance line at [877-204-1748].

Nebraska: SECTION XV. INSURANCE is deleted in its entirety and replaced as follows: **INSURANCE: THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE AGREEMENT.** Our obligations under this **Agreement** are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a cancellation refund or 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.

Nevada: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the Coverage Period and if **You** have not received any Service, **You** shall receive a full refund of the amount paid by **You** under this **Agreement**. A cancellation fee will not be assessed if the **Agreement** is cancelled within the first thirty (30) days of purchase. If cancellation is after thirty (30) days, and if any service has been performed, **You** may be charged the lesser of a \$25 cancellation fee or the cost of the service provided. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. This **Agreement** shall be non-cancelable by **Obligor**, except for: Nonpayment of Agreement fees by **You**; or Fraud or material misrepresentation by the **Agreement** holder in obtaining the service contract, or in presenting a claim for service thereunder. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If **We** cancel this **Agreement**, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

In emergency situations that defects immediately endanger the health and safety of **You**, and the **Administrator** determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **Administrator** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment by **You** to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: [(888) 872-3234]. Refer to **Your** Schedule, sales receipt, or invoice for the purchase price of this **Agreement**.

New Jersey: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

New Mexico: CANCELLATION OF THE AGREEMENT section is amended as follows: **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

New York: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Agreement**.

North Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**. The purchase of this **Agreement** is not required either to purchase or to obtain financing for a home appliance.

Oklahoma: 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. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CGA SC Provider Services, INC is a licensed Home Service Warranty Provider in the State of Oklahoma. **Our** Oklahoma Identification Number is 516888109. If the Covered Property is in **Our** custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed. **CANCELLATION OF THE AGREEMENT** section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. **ARBITRATION** – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Unless otherwise required by the laws of the state where the covered property is located, this **Agreement** shall be governed, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Obligations of the **Obligor** under this **Agreement** are backed by the full faith and credit of the **Obligor**. **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. **ARBITRATION** section of this **Agreement** is removed. **If You have any questions regarding this Agreement, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at [350 Winter Street NE, Room 400, Salem, Oregon 97301] [(888) 887-4894].**

South Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of a dispute with the provider of this **Agreement**, **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].

Texas: this **Agreement** is regulated by the Texas Department of Licensing and Regulation. If **You** have a complaint arising from this **Agreement**, **You** may contact them at [(512) 463-6599] or in writing at [920 Colorado Street, Austin, TX 78701]. In the event that **We** cancel this **Agreement** for any reason, there shall be no cancellation fee. If **You** cancel this **Agreement** on or after the thirty-first (31st) day, **We** will charge **You** a cancellation fee of fifty dollars (\$50.00). If the **Agreement** is cancelled before the thirty-first (31st) day and a claim has been paid, **We** will refund **You** the full purchase price of the **Agreement** less any claims paid. **We** will provide **You** with written notification of any material changes to this **Agreement** forty-five (45) day 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 **OBLIGOR WILL NOT BE THE SERVICE PROVIDER and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components.**

SECTION XV. INSURANCE is deleted in its entirety and replaced as follows: **INSURANCE: THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE AGREEMENT.** **Our** obligations under this **Agreement** are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (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.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT. UNDER TEXAS OCCUPATIONS CODE §1303.304.

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.

CUSTOMER'S SIGNATURE

DATE

Utah: CANCELLATION OF THE AGREEMENT section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of **Agreement** Purchase Price 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 this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of **Agreement** Purchase Price and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **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. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. 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. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY ANY CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURANCE COMPANY IDENTIFIED IN SECTION XV. INSURANCE. EMERGENCY SERVICE:** If there is an after-hours emergency, **You** may call **Our** 24-hour toll-free number at (833) 877-2250 or send an email to support@homeassureadmin.com outlining the details of the issue. If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Vermont: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) 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: If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-Contract-providers.shtml to file a complaint.

Wyoming: CANCELLATION OF THE AGREEMENT section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (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 will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least ten (10) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.