ARIZONA HOME WARRANTY SERVICE PLAN

Terms and Conditions
Please read carefully.

These Terms and Conditions are a legal agreement that describes **Your Service Plan**. These Terms and Conditions, together with **Your Coverage Summary** and any applicable state-specific amendments constitutes the entire agreement. No other written or oral modifications are valid. **Certain items and events are not covered by this Service Plan. Please refer to the EXCLUSIONS FROM COVERAGE section of this document.** The purchase of this **Service Plan** is optional and is not required to obtain financing.

Definitions

A. "**Administrator**" OnPoint Warranty Solutions, LLC, 1400 Main Street, Suite 132, Clarksville, IN 47129, 833-456-1534.
B. "**You**" and "**Your**" refers to the purchaser of this **Service Plan** listed on the **Coverage Summary**.
C. "**We**," "**Us**," "**Our**" and "**Obligor**" unless stated otherwise, the company obligated under this **Service Plan** is CNA Warranty Services, Inc. in all states except Florida; and CNA Warranty Services of Florida, Inc. in Florida.
D. "**Authorized Repair Technician**" means the service provider **We** assign in response to **Your Service Request**.
E. "**Breakdown**" means a mechanical or electrical failure of the **Covered Product(s)** under **Your Service Plan** to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
F. "**Coverage Period**" has the meaning set forth in the COVERAGE PERIOD section of this **Service Plan**.
G. "**Coverage Summary**" means the description of coverage document attached to this **Service Plan** that lists **Your Covered Product(s)** and the details of **Your Service Plan(s)**.
H. "**Covered Product(s)**" means the products listed on the **Coverage Summary** that are located inside the confines of the **Covered Property**, are in proper, safe, working order when **Your Coverage Period** begins and become inoperative due to a **Breakdown** during the **Coverage Period**.
I. "**Covered Property**" means the property listed on the **Coverage Summary**.
J. "**Service Plan Expiration Date**" means the date that the **Coverage Period** of this **Service Plan** terminates and expires, as set forth on **Your Coverage Summary**.
K. "**Service(s)**" means the diagnosis and performance of the work, including parts and labor, to repair any **Covered Product** in accordance with the provisions set forth in this **Service Plan**.
L. "**Service Plan**" or "**Plan**" means the agreement between **You** and **Us** shown on the **Coverage Summary** and governed under these terms and conditions.
M. "**Service Plan Effective Date**" means the date that **You** become eligible for coverage under **Your Service Plan**. The **Service Plan Effective Date** is set forth in Your **Coverage Summary**.
N. "**Service Plan Price**" means the total price for **Your Service Plan** that **You** pay, in one payment or in equal monthly payments for the **Coverage Period**.
O. "**Service Plan Purchase Date**" means the date that **You** purchased **Your Service Plan**. The **Service Plan Purchase Date** is stated on **Your Coverage Summary**.
P. "**Service Request**" is when **You** contact the **Administrator** for assistance with a **Breakdown**.

COVERAGE PERIOD

A. The **Coverage Period** for **Your Service Plan** is shown on the **Coverage Summary**.
B. **Your Coverage Period** shall commence on the **Service Plan Effective Date** and remains in effect until the **Service Plan Expiration Date** listed on the **Coverage Summary**.
C. All covered systems and appliances must be in proper, safe, working order at the time coverage begins. **You** must call for **Service** prior to the expiration of this agreement. Failure to pay the **Service Plan Price** will result in suspension of coverage until the proper payment is made. Upon receipt of that payment, coverage will be reinstated for the remainder of the **Coverage Period**.
D. Coverage Options may be purchased up to thirty (30) days after the **Service Plan Effective Date** provided systems and appliances are correctly installed and in proper, safe, working order. There is a thirty (30) day mandatory waiting period for any Coverage Options purchased after the **Service Plan Effective Date**.
E. During the **Coverage Period**, **We** will arrange for an **Authorized Repair Technician** to **Service** or repair **Covered Products**, due to a **Breakdown**. This **Service Plan** provides coverage only for the **Plan You** have selected and for those items specifically listed as being covered, as indicated on **Your Coverage Summary**. No other coverage will be provided, and coverage is subject to limitations and conditions specified in this **Service Plan**.
F. **A thirty (30) day mandatory waiting period from the Service Plan Purchase Date applies to all coverages, regardless of the coverages purchased. The mandatory waiting period will be added onto the end of the Coverage Period.**

YOUR RESPONSIBLITIES

A. Properly maintain, inspect, store, care for, including clean, and/or use **Your Covered Products** according to the manufacturer instructions, and if **Your Covered Products** becomes damaged, **You** must take necessary steps to protect it against any further damage. If **We** determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, **Your Service Request** will be denied.

B. **You** are required to pay the **Service Plan Price** at the start of the **Plan** for the initial **Plan Coverage Period.**

C. **You** are required to pay the one hundred ($100) dollar **Service Trade Call Fee** for each trade **Service Request** submitted to the **Administrator**.

TO OBTAIN SERVICE

To request **Service**, please contact the **Administrator** at 833-456-1534 M-F 8 am to 8 pm EST, or go online to customer.serviceavenger.com 24/7/365.

A. Notice of any **Breakdown** must be given to **Us** immediately upon discovery, prior to the **Service Plan Expiration Date**, and must have occurred during the **Coverage Period**.

B. The **Service Plan Price** must be paid in full for an annually paid **Plan**. Monthly **Plan** payments must be current.

C. All repairs must be authorized by the **Administrator** prior to **Service** being completed. Claims for unauthorized repairs will be denied.

D. All covered repairs will be serviced by **Authorized Repair Technicians**. If **We** cannot provide an **Authorized Repair Technician** for **You**, **We** may approve the use of a service provider outside of **Our** network, provided they can show sufficient proof of insurance and are fully licensed to perform such **Service**.

SERVICE TRADE CALL FEE

You are required to pay the one hundred ($100) dollar **Service Trade Call Fee** for each trade **Service Request** submitted to the **Administrator**. For example, if **You** need both a plumber and an appliance technician, each will require a separate **Service Trade Call Fee**. **You** are required to pay the **Service Trade Call Fee** when **You** initiate a **Service Request.** The **Service Trade Call Fee** will not be waived for any of the following: a) the requested **Service** is covered or denied, b) the diagnosis results in a complete or partial exclusion of coverage, or no **Breakdown** is discovered, c) **You** cancel the appointment after the **Authorized Repair Technician** is in route to the home, or d) **You** fail to provide the necessary access to perform the **Service Request**, including not being home at the time of the prearranged appointment. If after the **Authorized Repair Technician's** diagnosis, if it is determined that coverage under this **Service Plan** does not apply, or no **Breakdown** is discovered, **You** may then choose to have any work completed at **Your** own additional expense. Failure to pay the **Service Trade Call Fee** will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the agreement **Coverage Period**.

SERVICE WORK WARRANTY

Covered **Service** completed under this **Plan** is warrantied (without an additional **Service Trade Call Fee**) for ninety (90) days on labor and ninety (90) days on parts. The **Service Work Warranty** only applies to **Service(s)** that are reported to **Administrator** during the **Coverage Period** of the **Service Plan**.

WHAT THIS SERVICE PLAN COVERS

COVERED PRODUCT BREAKDOWNS: During the **Coverage Period**, this **Service Plan** provides for the **Service**, repair or replacement of the covered parts and labor due to a **Breakdown**. This **Service Plan** only provides coverage for **Covered Product(s)** located in the **Covered Property**.

The **Covered Product(s)** must be:

1) Located within the confines of the main foundation of the **Covered Property** (with exception of the exterior air conditioner);
2) In proper, safe, working order when **Your Coverage Period** begins;
3) Properly installed and maintained throughout the **Coverage Period**; and
4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential property).

Multiple Systems: If the **Coverage Summary** identifies a particular system or appliance (by description, location, capacity, model/serial number, or other distinguishing detail), that identification controls, and will be deemed the **Covered Product(s)** for the **Coverage Period**. If the residence contains more than one system or appliance of the type described in this Contract (including, but not limited to, multiple HVAC units, furnaces, condensers, air handlers, boilers, water heaters, refrigerators, dishwashers, ovens, washers, dryers, or other similar items) and additional system coverage was not purchased, the first system or appliance for which a claim is submitted will be deemed the only **Covered Product** of that type for the remainder of the **Coverage Period**. This designation is permanent for the term of this **Service Plan** and may not be changed or transferred to another system or appliance of the same type unless additional units are separately purchased and added as **Covered Product**. Submission of a claim for one system or appliance does not imply coverage for any additional, secondary, or auxiliary units.

PRODUCT COVERAGE

All brands of equipment will be covered under the **Service Plan**, subject to availability of repair parts. Only those items specifically named as **Covered Product(s)** 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. In all cases requiring repairs or replacements, **We** will attempt to source the most energy efficient models or parts.

A. **Heating and Cooling**: **We** will cover the parts and labor costs for access, diagnosis, repair/replacement associated with product **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page. The limits include labor costs for access, diagnosis, and repair/replacement. All covered parts and associated costs, with the exception of refrigerant (as defined below), that are the responsibility of the manufacturer will not be applied to **Your** limit of liability. Please review **Your Coverage Summary**.

   1. **Central Air Conditioning System** (Electric only) (includes Heat Pumps): **We** will provide coverage up to $5000. Coverage is available on 2 residential cooling systems not exceeding a five (5) ton capacity. COVERED: failures on condenser, defrost heating element, thermostat, fuse, relay, transformer, motors, compressor, coils, refrigerant (up to 2lbs or $1000 per **Coverage Period**), refrigerant line sets, refrigerant reclamation, pulleys, timer, fan control, bearings, fluid pump, drain line stoppages, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. When repairing or replacing an Air Conditioning System, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, we will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect. **NOT COVERED: gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, dirty sock syndrome, zone controls, wall units not ducted when designed to be ducted by the original manufacturer**.
   2. **Central Home Heating System** (Gas, Electric, or Oil): **We** will provide coverage for 2 units up to $5000.COVERED: failures on gas valve, main burner, limit control, pilot burner thermocouple, flame spreader, regulator, thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, heat pump, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, expansion tank and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. Boiler coverage for all mechanical system components and parts. When repairing or replacing a Heating System, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, we will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect. **NOT COVERED: solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves. For Boilers: 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.**
   3. Air Distribution: **We** will provide coverage up to $3000. COVERED: leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills. Where covered repairs require access to ductwork, **We** will only provide access to, and sealing of ductwork through unobstructed walls, ceiling or floors, and will return access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing, **We** will repair and replace accessible and unobstructed ductwork. **NOT COVERED: insulation; asbestos covered ductwork, registers, or 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**.

B. **Water Heater**: **We** will cover the labor costs for access, diagnosis, repair/replacement associated with product **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page. All covered parts and associated costs that are the responsibility of the manufacturer will not be applied to **Your** limit of liability.

   1. **Water Heater** (Gas or Electric or Tankless): **We** will provide coverage up to $5000. COVERED REPAIRS: failures on gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. **NOT COVERED: solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, sediment build up, and T&P discharge lines.**

C. **Appliances**: **We** will provide coverage up to $5000.**We** will cover the costs for access, diagnosis, repair/replacement associated with product **Breakdowns** after the manufacturer's warranty has expired. **We** will cover up to the limit of liability listed on the **Coverage Summary** page.

   1. **Range/Oven/Cooktop**: **We** will provide coverage up to $5000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa.**

2. **Refrigerator (with icemaker)**: **We** will provide coverage up to $5000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping; shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product(s). Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.**
3. **Clothes Washer We** will provide coverage up to $3000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**
4. **Clothes Dryer**: **We** will provide coverage up to $3000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/humidity center, or cosmetic issues.**
5. **Dishwasher**: **We** will provide coverage up to $3000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping, defects or malfunctions of any garbage disposal connected to the dishwasher.**
6. **Microwave (built in)**: **We** will provide coverage up to $3000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping, damage caused by direct exposure to water or other liquids.**
7. **Garbage Disposal**: **We** will provide coverage up to $3000. COVERED: mechanical and electrical **Breakdowns** resulting from normal use of the product. **NOT COVERED: problems and/or jams caused by bones and foreign objects other than food.**
8. **Kitchen Exhaust Fans**: **We** will provide coverage up to $3000. COVERED: all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. **NOT COVERED: rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping**.

D. **Major Systems**: **We** will provide coverage up to $5000. **We** will cover the labor costs for diagnosis, repair/replacement associated with system **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page.

1. **Interior Electrical Systems**: **We** will provide coverage up to $3000. 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; ; timers; touch pad assemblies; remote controls or failure caused by circuit overload. We are not responsible for any repair work which must be executed to access Interior Electrical Equipment**
2. **Interior Plumbing**: **We** will provide coverage up to $5000.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.**
3. **Plumbing Stoppages**: **We** will provide coverage up to $3000. Covered: Clearing of sewer line and mainline stoppages with standard sewer cable to 125 feet from point of access at existing ground level cleanout, including hydro jetting if stoppage is unable to be cleared with cable. Clearing of branch drain line stoppages in sink, tub, shower drains, and toilets with standard sewer cable from point of access, including existing accessible cleanout, p-trap, drain, or overflow access point. **Not Covered: stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects; access to drain, sewer, or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.**
4. **Garage Door Opener**: **We** will provide coverage up to $3000. 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 key pads**.
5. **Ceiling Fan**: **We** will provide coverage up to $3000. COVERED: ceiling fan motors and controls (replaced with builder's standard). NOT COVERED: all other components, including but not limited to: remote transmitter units, light fixtures on ceiling fans, removable attachments, and wall fans.

E. **Optional Coverages:** Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this agreement.

1. **Freezer (Free-Standing)**: **We** will provide coverage up to $3,000. 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.

2. **Wine cooler**: **We** will provide coverage up to $3,000. 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**.
3. **Secondary Refrigerator – not including icemaker**: **We** will provide coverage up to $3,000. 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**.
4. **Boiler**: **We** will provide coverage up to $3,000. 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.**
5. **Septic Tank Plumbing**: **We** will provide coverage up to $1,000. **We** will pay up to $250 per **Service Plan Coverage Period** for access, diagnosis and repair and/or Replacement. COVERED: main line stoppages/clogs. If a stoppage is due to a septic tank back up into the home, then **We** will pump the septic tank one time during the **Service Plan Coverage Period**. **NOT COVERED: all other services.**
6. **Well Pump**: **We** will provide coverage up to $1,500. COVERED: all components and parts of well pump utilized for main dwelling only. **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.**
7. **Pool/Spa Equipment** (in-ground only): **We** will provide coverage up to $3,000. COVERED: 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, 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 (including 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.**
8. **Water Softener**: **We** will provide coverage up to $1,000. COVERED: all mechanical components and parts for basic single and twin water softener units unless otherwise Excluded.
9. **External Water Line**: **We** will provide overage up to $2500. COVERED: all parts, material, and labor to repair or replace **Your** leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace **Your** External Water Line is at **Our** sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved to repair a leak or perform other work will be replaced with grass seed. **NOT COVERED: main shut-off valve, blockages, water taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.**
10. **External Sewer Line**: **We** will provide overage up to $2500. COVERED: all parts, material, and labor to repair, reline, replace, or unblock **Your** External Sewer Line. The determination of whether, and with what, to repair, reline, or replace **Your** External Sewer Line is at **Our** sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a sewer leak or perform other work will be replaced with grass seed. **NOT COVERED: pressure reducing valve, sewer line that does not connect to a municipal or city owned sewer line, coverage of External Sewer Line before the main sewer clean out in Your home, booster pump, curb valve, curb box adapter and/or cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main sewer clean out in the house, any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house**.
11. **Utility Bundle: External Water, Sewer, and Gas Lines $2500 each/Total $7500 External Water Line: We will provide coverage up to $2,500.** COVERED: all parts, material, and labor to repair or replace **Your** leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace **Your** External Water Line is at **Our** sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved to repair a leak or perform other work will be replaced with grass seed.

NOT COVERED: main shut-off valve, blockages, water taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.

LIMIT OF LIABILITY AND CONDITIONS

A. **Our** limit of liability to pay for the repair or replacement of a **Covered Product(s)** during the **Coverage Period** will not exceed the **Covered Product's** fair market value. The **Covered Product's** limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the **Coverage Period**.

B. **We** have the sole right to determine whether a **Covered Product(s)** needs to be repaired/replaced. If **We** decide to replace the covered appliance, item or system, **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.

C. **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 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.

D. All equipment covered by this **Service Plan** must be in proper, safe, working order when **Your Coverage Period** begins, and be reasonably clean and accessible at the time of **Service**.

E. **We** reserve the right to use a qualified **Authorized Repair Technician**, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Service Plan**.

F. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer, refurbished, and reconditioned parts is permitted under this **Service Plan**.

G. **We** are not a **Service** provider and are not Ourselves undertaking to repair any such systems or components.

H. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **You** covering a loss also covered by this **Service Plan**, this **Service Plan** will pay in excess of and not contribute with other insurance, warranty or guaranty. **We** will not pay for parts or labor covered under a manufacturer's warranty.

EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

A. Manufacturers Responsibilities: The Service Plan complements but does not replace the manufacturer's warranty or manufacturer's recall for any Covered Product(s). Parts and Services covered by the manufacturer's warranty or manufacturer's recall are the responsibility of the manufacturer during the manufacturer's warranty coverage period or as specified by the manufacturer's recall.

B. Products or systems that are not installed according to the published installation instructions. Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose, whether performed by a contractor, service company, or yourself.

C. Damage caused by the use of cleaners not in compliance with cleaning recommendations.

D. Breakdowns, failures or stoppages due to chemical or sedimentary build up, or failure to clean or maintain as specified by the manufacturer.

E. Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.

F. Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.

G. Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.

H. Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.

I. Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.

J. Any incidental or consequential damage that occurs as a result of a system or appliance failure, breakdown, or malfunction, regardless of timing or cause. This includes secondary or resulting damage to other systems, components, or parts of the home (such as finishes, mechanical systems, flooring, cabinetry, walls, framing, countertops, or other structural or cosmetic elements) arising before, during, or after delivery, repair, or installation.

K. Damage caused by children, animals, plants, insects, misuse, abuse, vandalism, freezing, fire, wind, lightning, ice, snow, explosion, mud, earthquake, or acts of God.

L. Force Majeure: Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.

M. Product(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.

N. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product(s).

O. Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.

P. Damage or failure caused by incorrect electrical current, voltage, amperage, or failure to meet applicable electrical codes.

Q. Noises associated with normal operation.
R. Pickup or delivery of Covered Product(s) for repair. Coverage is for on-site repair of Covered Product(s) only.
S. Damages caused by Services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.
T. Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.
U. Service trips to teach the end-user how to use the product.
V. Failures or damage caused by mismatched, incompatible, or improperly installed systems or components, unless necessary to maintain compatibility and/or compliance when repairing or replacing a covered Air Conditioning System or Heating System, including upgrades required to meet applicable SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, as specifically described under covered system provisions.
W. Maintenance of equipment including the cleaning of coils, clearing drain lines, changing filters or adding or draining refrigerant for appliances or HVAC units (unless otherwise specified in optional coverages purchased).
X. Missing parts or structural changes.
Y. Any appliance or system deemed or classified by the manufacturer as commercial.
Z. Any Service or repair associated with hazardous material treatment, removal, or disposal.
AA. Upgrades, modifications, construction, or carpentry, or the cost of making systems or components compliant with current building codes or standards, unless necessary to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards as part of repairing or replacing a covered Air Conditioning System or Heating System, as specifically provided under covered system provisions.
BB. Failures covered by, or the result of negligence or improper installation by, the home builder on newly constructed homes covered by this Service Plan.

CANCELLATION

A. **You** may cancel the **Service Plan** by contacting the **Administrator** in writing or by email to cancel@onpointwarranty.com at any time. Cancellation becomes effective immediately upon receipt of **Your** written request.

B. If this **Service Plan** is cancelled within thirty (30) days of when **Your Coverage Period** begins, **You** will receive a 100% refund of the **Service Plan Price** paid by **You,** less the actual cost of any **Service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

C. If this **Service Plan** is cancelled after the first thirty (30) days from when **Your Coverage Period** begins, **You** will receive a pro rata refund of the **Service Plan Price** paid by **You**, less the actual cost of any **Service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

D. If **Your Service Plan** was inadvertently sold to **You** on a property which is not eligible for coverage under this **Service Plan**, **We** will cancel this **Service Plan** and return the full **Service Plan Price** paid by **You**. **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of non-payment, fraud by **You,** material misrepresentation by **You**, or a substantial breach of duties by **You**. If **We** cancel **Your Service Plan** for any other reason, written notice will be mailed to **You** at least thirty (30) days prior to termination. Any notice of cancellation will include the reason and the effective date of cancellation, and **You** will receive any applicable refund of the **Service Plan Price** paid by **You** as outlined above. In the event of cancellation for fraud or material misrepresentation, **We** may demand immediate payment of the cost of all **Services** provided to **You**, less any payments **You** made, and no refund of any kind will be issued.

ADDITIONAL TERMS AND CONDITIONS

A. ACCESSIBLITY OF PRODUCT:

If **Service** is required, **You** agree to make the **Covered Product(s)** reasonably accessible to the **Authorized Repair Technician**. If the **Covered Product** is not accessible, the **Authorized Repair Technician** will have the option of declining to provide **Service** until the **Covered Product** is accessible, or assessing **You** an additional charge for making the **Covered Product** accessible, commensurate with the difficulty in working on the product.

B. RENEWAL:

This **Service Plan** may be renewed at **Our** option; however, **We** are not obligated to offer **You**, or accept **Your** request for, another **Service Plan** upon expiration or termination of this **Service Plan**.

C. TRANSFERABILITY:

This **Service Plan** is non-transferable to a new address and is only valid for the original **Covered Property** shown in the **Coverage Summary**. This **Service Plan** is transferable to a new owner of the existing address within thirty (30) days of closing.

D. GUARANTY:

This is not an insurance policy. **Our** obligations under this **Plan** are guaranteed under service contract liability policies issued by Continental Casualty Company. **You** may contact the **Obligor** at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372. If, within sixty (60) days, **We** have not paid a covered claim, provided **You** with a refund, or **You** are otherwise dissatisfied, **You** may make a direct claim against the insurer, Continental Casualty Company, Attention: Warranty & Alternative Risks, 151 N. Franklin St., Chicago, IL 60606, (800) 831-4262. Please enclose a copy of **Your Plan** when sending correspondence to the insurance company.

E. MODIFICATION:

We reserve the right to update or modify the terms and conditions of this **Service Plan** upon thirty (30) days written notice. The monthly price of this **Service Plan** and any included Limits of Liability, Service Trade Call Fee, or other charges may be adjusted from time to time. Notice of any changes or price adjustment will be given to **You** in writing at least thirty (30) days prior to implementation. **You** may terminate the **Service Plan** by giving written notice prior to the effective date of any price increase pursuant to the terms of the CANCELLATION section of this **Plan**.

ARBITRATION

a) The Parties agree to attempt to resolve any dispute concerning or relating to this Contract, whether directly or indirectly, through informal means or through small claims court. If the dispute is unable to be resolved through informal means or in small claims court, the dispute will be settled by binding arbitration.
b) The interpretation and enforcement of this Contract is governed by the Federal Arbitration Act ("FAA") and, where not in conflict with the FAA, by the substantive law of the state where this Contract was sold by the Dealer shown on the Record of Coverage. Unless otherwise agreed upon by the parties, arbitration of disputes shall take place before a single arbitrator in the county in which You live or are headquartered. The arbitration will be administered by the AAA or another nationally recognized arbitration administrator using the American Arbitration Association's Commercial Arbitration Rules.
c) To begin arbitration, either You or Us must serve a written notice of intent to arbitrate to the other party. The notice must: a) describe the basis of the dispute, and b) set forth the relief sought. If the dispute cannot be resolved within thirty (30) days of receipt through informal means, You or We may commence arbitration.
d) The expense of the arbitrator shall be shared equally between You and Us, and each Party shall pay their own filing, attorney, and travel fees. This does not prohibit the arbitrator from including the fees and expenses in the award settlement, if any.
e) The arbitrator may award a Party only its actual damages. The arbitrator shall not award punitive, consequential, special, incidental, or exemplary damages. The arbitrator also may award equitable relief including injunctive relief, but only to the extent reasonably necessary to afford You relief. Any settlement offer made between the Parties prior to the arbitration proceeding shall not be disclosed to the arbitrator until after the arbitrator determines an award amount, if any.
f) The Parties agree the arbitration proceedings, final judgement, and any relief or award shall remain confidential but may be entered, by the arbitrator, in any court having the jurisdiction to do so.
g) This arbitration provision prohibits the arbitrator from consolidating any of the disputes or claims of others into one proceeding. This means an arbitrator shall hear only claims involving individual Parties and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group in one proceeding to the maximum extent permitted by law.
h) FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO FILE A COMPLAINT WITH A COURT OF GENERAL JURISDICTION OR TO A TRIAL BY A JURY OR JUDGE, OR TO PARTICIPATE IN CLASS ACTION LITIGATION, CLASS ARBITRATION, OR ANY COLLECTIVE, CONSOLIDATED ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT.
i) This arbitration provision shall survive the cancellation or termination of this Contract. To the extent applicable state law prohibits mandatory arbitration, binding arbitration, or arbitration that takes place outside the county or parish where you are headquartered, the provisions of this section of this Contract are amended to conform to state law.

JURISDICTION SPECIFIC REQUIREMENTS

Regulation of **Service Plans** may vary widely from state to state. Any provision within this **Service Plan** which conflicts with the laws of the jurisdiction where the **Covered Property** is located shall automatically be considered to be modified in conformity with applicable laws and regulations as set forth below. The following jurisdiction specific requirements apply if **Your Service Plan** was purchased in one of the following jurisdictions and supersede any other provision within **Your Service Plan** terms and conditions to the contrary.

Alabama:

The CANCELLATION section is amended as follows: If **You** cancel this **Service Plan** within thirty (30) days of when **Your Coverage Period** begins, a ten percent (10%) penalty per month will be applied to refunds not paid or credited by **Us** within forty-five (45) days of receipt of returned **Service Plan**. No claims paid by **Us** will be deducted from any refund, regardless of who initiates the cancellation.

Arizona:

The ARBITRATION section is amended to add the following: In the event of a dispute, **You** may follow 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 ("ADIFI"). To learn more about this process, **You** may contact the ADIFI at 100 N. 15th Ave., Suite 102, Phoenix, AZ 81,0007, Attn: Consumer Protection. **You** may directly file any complaint with the ADIFI 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 of the ADIFI at 602-364-3100.

Arkansas:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

California:

This **Service Plan** is not available to residents of California.

Colorado:

If **We** determine **Your** gas-fueled **Covered Product** needs to be replaced, **You** may elect to replace the gas-fueled **Covered Product** with a similar device of **Your** choosing that operates on electricity rather than gas. **We** shall not be responsible for any costs greater than the cost to replace **Your** gas-fueled **Covered Product** with a comparable gas-fueled replacement. **You** are required to pay any costs that exceed the retail cost of the replacement electric product minus the retail cost of a replacement gas-fueled product. Any conversion work necessary to accommodate the new electric appliance or system, such as capping **Your** gas supply line and running any electrical lines is not part of your **Service Plan** coverage, and must be performed by a licensed professional in compliance with local code under appropriate permits, as necessary, prior to replacement. **The ARBITRATION section** is amended to add the following: Actions under this **Service Plan** 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 this **Plan** expires while **Service** is ongoing for a **Covered Product**, this **Service Plan** is automatically extended until the repairs are completed. **The CANCELLATION section** is amended to add the following: **You** may cancel this **Plan** if the **Covered Product** is returned, sold, lost, stolen, or destroyed. **The ARBITRATION section** is amended to add the following: In the event of a dispute, **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 **Service Plan**.

District of Columbia:

The CANCELLATION section is amended to add the following: If **You** cancel this **Service Plan** within thirty (30) days of when **Your Coverage Period** begins, a ten percent (10%) penalty per month will be applied to refunds not paid or credited by **Us** within forty-five (45) days of receipt of returned **Service Plan**.

Florida:

THE RATE CHARGED FOR THE CONTRACT IS NOT SUBJECT TO REGULATION BY THE OFFICE OF INSURANCE REGULATION. THIS HOME WARRANTY DOES NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE. Florida law prohibits requiring the purchase of a home warranty as a condition of any financial transaction. You have the right to request a paper copy of this **Service Plan** be sent via United States mail. The **Obligor** is CNA Warranty Services of Florida, Inc., Florida Home Warranty Association license #89724. The **Administrator** is OnPoint Warranty Solutions, LLC, Florida Home Warranty Association license #91373.

This **Service Plan** does not charge a fee for inspection of the **Covered Property**. **THIS PLAN DOES NOT COVER REPLACEMENT OF FUNCTIONAL COMPONENTS OF HVAC SYSTEMS FOR REASONS OF COMPATIBILITY OR EFFICIENCY REQUIREMENTS OF THE MANUFACTURER UNLESS ADDITIONAL COVERAGE FOR SUCH CIRCUMSTANCE IS PURCHASED. To purchase additional coverage, for an additional charge, for the replacement of otherwise functional components of an HVAC system necessary to maintain the compatibility and operating efficiency requirements of the manufacturer, please contact Us at 833-456-1534 M-F 8 am to 8 pm EST.**

The EXCLUSIONS FROM COVERAGE section is amended to add the following: **The presence of rust or corrosion is not cause for exclusion from coverage, unless the rust or corrosion was a contributing cause of the mechanical breakdown or failure of the Covered Product.**

The RENEWAL section is amended to add the following: If **We** offer to renew this **Service Plan**, the renewal may only exceed the then-current cost for new warranty contracts if the increase is supported by **Your** claims history or claims cost data.

The TRANSFERABILITY section is amended as follows: This **Service Plan** is transferable to a new owner of the existing **Covered Property** for a one-time twenty-five ($25) dollar transfer fee, within thirty (30) days of closing.

Georgia:

The EXCLUSIONS FROM COVERAGE section is amended to add the following: If a claim covered by this **Plan** is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this **Plan** is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, **We** shall pay only for the amount of the cost to repair or replace such **Covered Product** in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall **We** pay more than the applicable Limit of Liability. **The CANCELLATION section** is amended as follows: Cancellation will comply with O.C.G.A. 33-7-6 of the Georgia Code. If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. **We** may only cancel in the event of non-payment, fraud by **You,** material misrepresentation by **You**, or a substantial breach of duties by **You**. **We** may not cancel this **Service Plan** without providing **You** with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

The ARBITRATION section is amended to add: Nothing contained here shall affect Your right to file a direct claim against Continental Casualty Company pursuant to O.C.G.A. 33-7-6(c)(2).

Hawaii:

The CANCELLATION section is amended to add the following: 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 **Service Plan**.

Indiana:

The GUARANTY section of this **Service Plan** is amended to add the following: **Your** proof of payment to **Us** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**. This **Service Plan** is not subject to Indiana insurance law.

Iowa:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. The **GUARANTY** section of this **Service Plan** is amended to add the following: **We** are subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints not settled by **Us** may be sent to the Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

Kansas:

For the avoidance of doubt, damage caused by wildlife is included in exclusion K in the EXCLUSIONS FROM COVERAGE section, meaning any damage caused by wildlife is not covered by this **Service Plan**.

Louisiana:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

Maine:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

Maryland:

The CANCELLATION 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 **Service Plan**. **GUARANTY** section of this **Service Plan** is amended as follows: In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the **GUARANTY** section of this **Service Plan**.

Massachusetts:

This **Service Plan** is not available to residents of Massachusetts.

Michigan:

If performance of this **Service Plan** is interrupted because of a strike or work stoppage at **Our** place of business, the **Coverage Term** shall be extended for the period of the strike or work stoppage.

Minnesota:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

Missouri:

The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

Nevada:

The CANCELLATION section is amended as follows: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. No claims paid by **Us** will be deducted from any refund. **We** may cancel within seventy (70) days from the **Service Plan Purchase Date** for any reason. After seventy (70) days, **We** may only cancel for: (a) failure by **You** to pay an amount when due; or (b) **Your** conviction of a crime which results in an increase in the services required under this **Service Plan**; or (c) the discovery of fraud or material misrepresentation by **You** in obtaining this **Service Plan** or in presenting a claim for service thereunder; or (d) discovery of (i) **Your** act(s) or omission(s) or (ii) **Your** violation of any condition of Your Service Agreement, which occurred after when **Your Coverage Period** begins and which substantially and materially increases the service required under this **Service Plan**; or (e) a material change in the nature or extent of the required service or repair which occurs after when **Your Coverage Period** begins and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Service Plan** was issued or sold. **We** may not cancel this **Service Plan** 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.

EMERGENCY SERVICE: In emergency situations from failures that 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 **Service Plan**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. Refer to **Your Coverage Summary**, sales receipt, or invoice for the purchase price of this **Service Plan**.

WAIT PERIOD – There may be a waiting period, during which You will not be able to request a Service Call. Any applicable waiting period will be indicated in Your Coverage Summary.

New Hampshire:

The CANCELLATION section is amended as follows: The cost of claims paid and/or benefits received will not be deducted from any applicable refund. **The ARBITRATION section** is amended as follows: Any arbitration or dispute resolution is subject to and will not impede **Your** rights under New Hampshire RSA 542 except to the extent that New Hampshire RSA 542 is inconsistent with, or preempted by, the Federal Arbitration Act. In the event **You** do not receive satisfaction under this **Service Plan**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New Jersey:

This **Service Plan** is not available to residents of New Jersey.

New Mexico:

The CANCELLATION section is amended as follows: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins and the refund that is not paid or credited to **You** within sixty (60) days after the cancellation of this **Service Plan**, a 10% penalty will be added to the refund for every thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. **We** may cancel this **Service Plan** within seventy (70) days from the **Service Plan Purchase Date** for any reason. After seventy (70) days, **We** may only cancel before the expiration of the **Service Plan Coverage Period** or one (1) year, whichever occurs first, unless: (a) the failure by **You** to pay an amount when due; or (b) the discovery of fraud or material misrepresentation by **You** in obtaining this **Service Plan** or in presenting a claim for service thereunder; or (c) a substantial breach of duties by **You** relating to the covered product or its use. **We** may not cancel this **Service Plan** 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 You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427- 5674.

New York:

This **Service Plan** is not available to residents of New York.

North Carolina:

The purchase of this **Service Plan** is not required either to purchase or to obtain financing for a home appliance. **The YOUR RESPONSIBILITIES section** is amended to add the following: **You** must provide accurate and truthful information. If **You** fail to provide accurate and truthful information, **Your** claim may be denied and **Your Service Plan** may be cancelled by **Us**. **The CANCELLATION section** is amended as follows: **We** may not cancel this **Service Plan** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Service Plan**. The **GUARANTY** section of this **Service Plan** is amended to add the following: The insurer of this **Service Plan** shall assume responsibility for the administration of requests for **Service** if **We** or **You** are unable to do so.

Oklahoma:

The provider of this **Service Plan** is CNA Warranty Services, Inc. (License No. 44201646). This **Service Plan** is not issued by the manufacturer or wholesale company marketing the product. This **Service Plan** will not be honored by such manufacturer or wholesale company. This **Service Plan** is not a contract of insurance. Coverage afforded under this agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. **EMERGENCY SERVICE:** 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 **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply.

Oregon:

This **Service Plan** is not available to residents of Oregon.

Rhode Island:
This **Service Plan** is not available to residents of Rhode Island.

South Carolina:
The CANCELLATION section is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. **The ARBITRATION section** is amended to add the following: In the event of a dispute with the provider of this **Service Plan**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1,000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas:
Texas License Number of the **Administrator** is 217. **The CANCELLATION section** is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. The **GUARANTY** section of this **Service Plan** is amended as follows: If a covered service is not provided to **You** by **Us** before the 61st day after proof of loss or if **We** fail to issue any applicable refund within forty-five (45) days after cancellation, **You** are entitled to apply for reimbursement directly to the insurer, Continental Casualty Company, at 1-800-831-4262 or 151 N Franklin St., Chicago, IL 60606. **The MODIFICATION section** is amended as follows: **Obligor** will provide **You** with written notification of any material changes to this **Service Plan** 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 **Service Plan** 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**. **The ARBITRATION section** is amended to add the following: Unresolved complaints or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

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. NOTICE: Under normal circumstances We will initiate the performance of services not later than forty-eight (48) hours after You request Service(s). NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE. 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 SERVICE PLAN. 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.**

Utah:
Coverage afforded under this **Service Plan** is not guaranteed by the Property and Casualty Guarantee Association. This **Service Plan** is subject to limited regulations by the Utah Insurance Department. **The TO OBTAIN SERVICE** section is amended to include: Proof of loss should be furnished by **You** to **Us** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Plan** does not invalidate or reduce a claim. **EMERGENCY SERVICE:** 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 **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply. **The CANCELLATION section** is amended as follows: **We** can cancel this **Service Plan** during the first sixty (60) days of the initial annual **Coverage Period** 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 **Service Plan** during such time period for non-payment of the **Service Plan 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 **Service Plan** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of **Service Plan 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 **Service Plan** 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 **Service Plan** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS. The ARBITRATION section** is amended to add the following: To file a complaint, contact the Utah Insurance Department. **ANY MATTER IN DISPUTE BETWEEN YOU AND US AND/OR ADMINSTRATOR MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM ADMINSTRATOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON YOU AND US AND/OR ADMINSTRATOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.**

Washington: All references to **Obligor** throughout this **Service Plan** are replaced with **Service Provider**. **The CANCELLATION section** is amended to add the following: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**. If **We** cancel **Your Service Plan** for any reason, written notice will be mailed to **You** at least twenty-one (21) days prior to termination. Any notice of cancellation will include the reason and the effective date of cancellation, and **You** will receive any applicable refund of the **Service Plan Price** paid by **You** as outlined above. **The GUARANTY section** is amended as follows: **You** are not required to wait sixty (60) days before filing a claim directly with the insurance company**. The ARBITRATION section** is amended to add the following: The State of Washington is the jurisdiction for any civil action in connection with this **Service Plan**. Binding arbitration proceedings shall be held at a location in closest proximity to **Your** Home. The commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceedings in any court.

EMERGENCY SERVICE: 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 **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply.

Wisconsin: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The TO OBTAIN SERVICE section is amended to include: Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this **Service Plan**, failure to furnish such notice or proof within the time required by this **Service Plan** does not invalidate or reduce a claim unless **We** are prejudiced thereby, and it was reasonably possible to meet the time limit.

The CANCELLATION section is amended as follows: If this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins and no claim has been paid, 1) **We** shall return 100% of the **Service Plan Price** paid by **You,** 2) this **Service Plan** shall be void, and 3) 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 **Service Plan**. If **You** cancel this **Service Plan** due to a total loss of the **Covered Product** which is not covered by a replacement under the terms of this **Service Plan**, **We** shall return 100% of the unearned pro-rata **Service Plan Price** paid by **You**, less any claims paid by **Us**. If **We** cancel **Your Service Plan** for any reason, written notice will be mailed to **You** at least five (5) days prior to termination.

The GUARANTY section is amended as follows: Should **We** fail to pay any claim or, if applicable, fail to replace the **Covered Product** under this **Service Plan** within sixty (60) days after **You** provide proof of loss or, in the event **You** cancel and **We** fail to refund the unearned portion of the **Service Plan Price** paid by **You** or, if **We** become insolvent or otherwise financially impaired, **You** are entitled to make a direct claim against the insurer, Continental Casualty Company, at 1-800-831-4262 or 151 N Franklin St., Chicago, IL 60606 for reimbursement, payment or provision of this **Service Plan**.

The ARBITRATION section is amended to add the following: Arbitration will take place under the laws of the State of Wisconsin except to the extent that the laws of the State of Wisconsin are inconsistent with, or preempted by, the Federal Arbitration Act, and will be held in **Your** county of residence or any other county in this state agreed to by **You** and **Us**.

Wyoming:

The CANCELLATION section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, if this **Service Plan** is cancelled by **You** within thirty (30) days of when **Your Coverage Period** begins, 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 **Service Plan**.

If this **Service Plan** 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**.

The ARBITRATION section does not apply to **You**. **YOUR SERVICE AGREEMENT DOES NOT PERMIT CLASS ACTIONS. BY ENTERING INTO THIS SERVICE AGREEMENT, ALL PARTIES ARE WAIVING THEIR RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AND THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU, WE AND ADMINSTRATOR UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of Us or Administrator.