

Administrator:
On Point Warranty Solutions LLC
Comfort Protection Program
On Point Warranty Solutions LLC,
1400 Main St, Suite 132, Clarksville, IN 47129

1. SERVICE AGREEMENT PROVIDER/ OBLIGOR:

The **Service Agreement Provider/Obligor** under this **Service Agreement** is Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park KS 66211, (800) 515-5988.

2. DEFINITIONS:

"**We**", "**Us**" and "**Our**" shall mean the Obligor. "**You**" or "**Your**" shall mean the consumer or purchaser of the product(s) covered by this **Service Agreement**. **Service Agreement** ("**Agreement**") shall mean this document together with **Your** original purchase receipt. "**Administrator**" shall mean OnPoint Warranty Solutions, Administrative Center, 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223. **Service Agent** is the repair company that will attempt to repair the covered product (s).

For claims or information about this **Agreement**, please call the **Administrator** at 844-518-2040 or go online at <https://onpointwrnty.io/HVACSupport>. There is no deductible under this **Service Agreement**.

3. WHAT IS COVERED:

In consideration of payment of the **Service Agreement** price, this **Service Agreement** provides for either the repair or replacement of the covered product(s) as described subject to the Terms and Conditions below. This **Agreement** does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled **WHAT IS NOT COVERED**. The covered product (or products) under this **Service Agreement** is set forth on the Declaration of Coverage page of this **Service Agreement**. In the event of any conflict between Section 3 and the Declaration of Coverage page, the description on the Declaration of Coverage page shall control.

- a) Repair Protection: If **Your** product is eligible for the repair protection this **Agreement** provides, at **Our** discretion, **We** will provide for the repair or replacement of **Your** product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;
- b) No Lemon Guarantee: This **Agreement** provides that following the expiration of the manufacturer's warranty term and after three (3) service repairs have been completed for the same problem, on an individual product that requires a fourth (4th) repair, as determined by **Us**, **We** reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at **Our** sole discretion;
- c) Generator(s): All internally installed parts supplied by the manufacturer;
- d) Condensing Unit(s): All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The **Agreement** will not pay for changeover from CFC to non-CFC refrigerant or oil changes on commercial compressors unless the Commercial Coverage is purchased;
- e) Evaporator Coil: A new evaporator coil is covered when sold as a part of a complete system;
- f) Compressor: All internal functioning parts supplied by the manufacturer;
- g) Electric Furnaces and Air Handlers: All internal functioning parts including heat modules and controls supplied by the manufacturer;
- h) Gas Furnace: All internal functioning parts supplied by the manufacturer;
- i) Water Heater: All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;
- j) Boiler(s): Coverage applies to internal parts as installed by the original manufacturer; additional external pumps excluded;
- k) Heat Pump: Coverage applies to internal parts as installed by the original manufacturer. Excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;
- l) Refrigerant Leaks: Covers repair of the leak and replacement refrigerant charge as a result of leaks internal in the unit. Refrigerant is covered only when a leak has been permanently repaired and/ or a compressor or coil replaced.

4. MAINTENANCE REQUIREMENT:

You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep **Your Service Agreement** in force. Evidence of proper service, when required by **Administrator**, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this **Agreement**.

5. CLAIM SUBMISSION:

Upon inspection and diagnosis, if it is determined that the failure is covered by this **Agreement**, the **Service Agent** should repair the failure and proceed per the program guidelines and submit an itemized claim along with proper documentation. **You** must sign all service invoices upon completion of the repair.

a) Hours Of Service: Repair service and service calls will be made during normal working hours of the servicing dealer. **We** do not cover overtime rates.

6. TERMS:

This **Service Agreement** shall commence upon the date of **Agreement** purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See **Service Agreement** for "Coverage Start Date."

7. LIMIT OF LIABILITY:

The total amount that **We** will pay for repairs made in connection with all claims that **You** make pursuant to this **Service Agreement** shall not exceed the purchase price of the product less taxes, or **Our** limit of liability, whichever is less. In the event that **We** make payments for repairs, which in the aggregate, are equal to the product purchase price, or **We** replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, **We** will have no further obligations under this **Service Agreement**. For more details on Limit of Liability, please call 844-518-2040.

8. TO OBTAIN SERVICE:

If the covered product requires service, call the **Administrator** at 844-518-2040 or go online at <https://onpointwrnty.io/HVACSupport>. **You** must provide the **Agreement** number and explain the problem. They will attempt to resolve the problem **You** are experiencing over the telephone. If the **Administrator** cannot resolve the problem, they will schedule a service call for **You** with a **Service Agent**. If **You** encounter an issue attempting to get support from **Your Service Agent**, contact **Us** at 844-518-2040 for additional support. **We** reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only. Purchaser Records: **You** may be required to provide proof of purchase as a condition for receiving service under the **Agreement**. **Your** original purchase receipt and this **Agreement** should be kept in a safe place.

9. WHAT IS NOT COVERED:

- a) Any equipment located outside the United States of America;
- b) Equipment sold without a manufacturer's warranty;
- c) Refurbished products;
- d) Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes, and surges, incorrect wiring, non-connected/loose wires, field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);
- e) Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non- factory welds;
- f) Cosmetic damage to case or cabinetry or other non- operating parts or components including corrosion or oxidation;
- g) Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;
- h) Any and all pre-existing conditions that occur prior to the effective date of this Agreement;
- i) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements;
- j) Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;
- k) Failures of products caused by any installation that prevents normal service;
- l) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;
- m) Failure to use reasonable means to protect Your product from further damage after a failure occurs;
- n) Product(s) with removed or altered serial number;
- o) Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;
- p) Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- q) Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;
- r) Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
- s) Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;

- t) Charges related to “No problem found” diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non-failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures; Standard programmable and digital thermostats are covered with a complete split or package system if listed on the [Declaration of Coverage] page of this Agreement. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement and when the thermostat cost is greater than one hundred twenty-five dollars (\$125.00) wholesale cost. Humidistats, combination, zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system and require additional separate agreement purchase;
- u) Services made mandatory by changes in Federal, State or local regulations;
- v) Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring;
- w) Thermostat calibration and/or software updates, incorrect wiring and dead batteries;
- x) Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education;
- y) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of nature;
- z) Special tooling, blocks, tackle, dollies, and scaffolding;
- aa) Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment; ac) Premium service cost over normal service charges. Items located outside the installed unit’s cabinet;
- bb) Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;
- cc) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
- dd) Dirty Sock Syndrome or odors;
- ee) Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;
- ff) Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer mounted applications;
- gg) Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation, and start-up;
- ii) Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment; or scratched where integrity of paint applied is compromised;
- jj) Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;
- kk) Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts; am) Batteries, fuses, belts, spark plugs and all engine fluids;
- ll) Transportation deemed abnormal;
- mm) Equipment that has been moved from original address such as mobile homes, etc;
- nn) Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.
- oo) Refrigerant used during diagnostic leak checks, or for temporary cooling/heating.
- pp) Any product used in a commercial setting unless You purchased Commercial Coverage.

10. RENEWAL:

This **Service Agreement** may at **Our** discretion be renewed at the expiration of its term. When **We** offer to renew the **Service Agreement**, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

11. TRANSFERABILITY:

This **Agreement** may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original **Service Agreement** holder sends notice to the dealer and calls the Program Administrator toll- free at [844-518-2040] within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original **Service Agreement**. In the event of a transfer of registered equipment due to manufacturer/dealer replacement, the original start- up date will remain in effect for the duration of the **Agreement**.

12. CANCELLATION:

You may cancel this **Agreement** at any time. To arrange for cancellation of this **Agreement** contact **Your** selling dealer. If **You** cancel within the first thirty (30) days after purchasing this **Agreement** **You** will receive a full refund, less any claims paid or pending.

If **You** cancel after thirty (30) days following **Your** purchase of this **Agreement**, **You** will receive a pro rata refund based on the time remaining on **Your Agreement**, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less.

Administrator or **We** may only cancel this **Agreement** for the following reasons: nonpayment of the **Agreement** price, fraud or material misrepresentation. If **We** cancel this **Agreement**, **Administrator** will provide **You** with written notice of cancellation listing the reason for such cancellation no later than fifteen (15) days before the effective date of termination, and will refund **Your** payment in full, less any claims paid or pending.

13. INSURED AGREEMENT:

This is not an insurance policy. However, This **Service Agreement** is backed by a reimbursement insurance policy to insure **Our** performance under this **Service Agreement**. In the event **We** cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this **Service Agreement** within sixty (60) days after the Product has been returned or, in the event that **You** cancel this **Service Agreement**, and **We** fail to refund the unearned portion of the **Service Agreement** price, **You** can contact the Insurer via: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

14. SUBROGATION:

In the event that coverage is provided under this **Agreement**, **We** shall be subrogated to all the rights **You** have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Agreement** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Agreement**. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

15. ENTIRE CONTRACT:

This **Service Agreement** together with **Your** Declarations Page and Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

16. SPECIAL STATE DISCLOSURES:

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

ALABAMA only:

You may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was provided to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions. If **You** cancel this **Service Agreement** after the first twenty (20) days, **You** will receive the unearned portion of the full Purchase Price of the **Service Agreement**, less an administrative fee of up to twenty-five dollars (\$25.00).

ARIZONA only:

CANCELLATION: No claim incurred or paid shall be deducted from the amount of any refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. **Administrator** or **We** may only cancel this **Agreement** for the following reasons: nonpayment of the **Agreement** price by **You**, fraud or material misrepresentation by **You**.

ARKANSAS only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

CALIFORNIA only:

SERVICE AGREEMENT PROVIDER/OBLIGOR is amended to provide: The **Service Agreement Provider/Obligor** under this **Service Agreement** is Universal Underwriters Service Corporation, d/b/a: UUSC Service Company, 7045 College Boulevard, Overland Park KS 66211, (800) 515-5988.

CANCELLATION: This **Service Agreement** may be cancelled by the **You** for any reason, including, but not limited to, the Product covered under this **Agreement** being sold, lost, stolen or destroyed. If **You** decide to cancel **Your Service Agreement**, and cancellation notice is received by the selling retailer within thirty (30) days of the date **You** received the **Service Agreement**, and **You** have made no claims against the **Service Agreement**, **You** will be refunded the full **Service Agreement** price, less any claims; or if **Your Service Agreement** is cancelled by written notice after thirty (30) days from the date **You** received this **Service Agreement**, **You** will be refunded a pro-rated amount of the **Service Agreement** price, less any claims paid or less an administrative fee of ten percent (10%) of the **Service Agreement** price or twenty-five dollars (\$25.00), whichever is less, unless

otherwise precluded by law. To arrange for cancellation of this **Agreement**, please contact **Your** Selling Retailer. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned **Service Agreement**.

COLORADO only:

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

CANCELLATION: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**.

CONNECTICUT only:

The term of **Your Service Agreement** is automatically extended by the length of time in which the covered product is in the Obligor's custody for repair under the **Service Agreement**.

CANCELLATION: **You** may cancel **Your Service Agreement** if the covered product is lost, stolen, or destroyed. This **Service Agreement** provides in-home service. In the event of a dispute with the Obligor, **You** may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the **Service Agreement**.

DISTRICT OF COLUMBIA only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

FLORIDA only:

SERVICE AGREEMENT PROVIDER/OBLIGOR is amended to provide: The **Service Agreement Provider/Obligor** under this **Service Agreement** is Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park KS 66211, (800) 515-5988. **Cancellation:** If **You** cancel this **Service Agreement**, **You** will receive a refund equal to ninety percent (90%) of the unearned pro rata Purchase Price of the **Service Agreement**, less any claims that have been paid. If **We** cancel this **Service Agreement**, **You** will receive one hundred percent (100%) of the unearned pro rata Purchase Price of the **Service Agreement**. The rates charged to **You** for this **Service Agreement** are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only:

CANCELLATION: **You** may cancel this **Service Agreement** at any time by notifying the Selling Retailer in writing or by surrendering the **Service Agreement** to the Selling Retailer. If **You** cancel within the first thirty (30) days after the **Service Agreement** purchase date, a full refund of the **Service Agreement** Purchase Price will be provided. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. If **You** cancel after thirty (30) days, the unearned pro-rata Purchase Price will be refunded, less an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the pro-rata refund amount, whichever is less. To arrange for cancellation of this **Agreement**, please contact **Your** Selling Retailer. The Obligor is also entitled to cancel this **Service Agreement** at any time based upon fraud, misrepresentation, nonpayment of fees by **You**.

The following exclusion: **ANY AND ALL PREEXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT** is hereby amended with respect to Georgia **Service Agreement** holders as follows: **WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.** **Administrator** may cancel this **Service Agreement** upon thirty (30) days written notice to **You**. No claim incurred or paid shall be deducted from the amount of any refund.

HAWAII only:

CANCELLATION: The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. This provision applies only to the original purchaser of the **Service Agreement**.

ILLINOIS only:

The **Administrator** will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

CANCELLATION: **You** may cancel this **Service Agreement** at any time. If **You** cancel this **Service Agreement** within the first thirty (30) days of purchase and if no service has been provided to **You**, **You** shall receive a full refund of the Purchase Price less a cancellation fee equal to the lesser of ten percent (10%) of the Purchase Price or fifty dollars (\$50.00). If **You** cancel this **Service Agreement** at any other time or if **You** cancel after service has been provided to **You**, **You** shall receive a refund equal to the pro rata Purchase Price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the Purchase Price or fifty dollars (\$50.00).

INDIANA only:

Your proof of payment to the issuing dealer for this **Service Agreement** shall be considered proof of payment to the insurance company who guarantees **Our** obligation to **You**. This **Service Agreement** is not insurance and is not subject to Indiana insurance law.

IOWA only:

CANCELLATION: If **We** cancel this **Service 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 **Service 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 **Service Agreement** is cancelled for any reason other than nonpayment of the **Service 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 an administrative fee no greater than 10% of the total purchase price and less any claims paid. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within thirty (30) days after return of the **Service Agreement** to the **Administrator**. If in an emergency situation and an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions. In the event **You** do not receive satisfaction under this **Service Agreement**, **You** may contact the Iowa Commissioner of Insurance at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, (515) 281-5705.

LOUISIANA only:

CANCELLATION: The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

MASSACHUSETTS only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

MAINE only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

MARYLAND only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

Massachusetts only:

CANCELLATION: The provider shall mail a written notice to the service **Agreement** holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service **Agreement** holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the service **Agreement** holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Michigan only:

If performance under this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

MINNESOTA only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to **You** or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**.

MISSOURI only:

CANCELLATION: You may return this **Service Agreement** within twenty (20) days of the date the **Service Agreement** was mailed to You or within ten (10) days if the **Service Agreement** was delivered to You at the time of sale. If You made no claim, the **Service Agreement** is void, and the full Purchase Price will be refunded to You. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund. If in an emergency situation an **Administrator** cannot be reached, You can proceed with repairs. The **Administrator** will reimburse You or the repairing facility in accordance with the **Service Agreement** provisions.

MONTANA only:

CANCELLATION: If We cancel this **Agreement**, **Administrator** will provide You with written notice of cancellation listing the reason for such cancellation no later than five (5) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

NEVADA only:

This **Service Agreement** is not an insurance policy. This **Service Agreement** does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. Prior authorization is required for repairs under this **Service Agreement**.

The **CANCELLATION** provision in Your **Service Agreement** is hereby deleted and replaced with the following: This **Service Agreement** is void and We will refund to You the Purchase Price of this **Service Agreement**, if no service or replacement claim has been made and You return the **Agreement** to Us: Within twenty (20) days after the date this **Service Agreement** was mailed or otherwise sent to You; or Within ten (10) days after You have received a copy of the **Service Agreement** if We have furnished You with a copy of this **Agreement** at the time when this **Agreement** was purchased. To arrange for cancellation of this **Agreement**, please contact Your Selling Retailer. We will refund to You the Purchase Price of this **Agreement** within forty-five (45) days after it has been returned to Us. If We do not refund the Purchase Price within forty-five (45) days, We will pay the You a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period that the refund remains unpaid. You may also cancel this **Service Agreement** at any other time and receive a refund equal to the pro rata Purchase Price. If You cancel this **Service Agreement**, a cancellation fee of ten dollars (\$10.00) or ten percent (10%) of the **Service Agreement** Purchase Price, whichever is less. These provisions apply only to the original purchaser of the **Service Agreement**. We may not cancel this **Agreement** once it has been in effect for at least seventy (70) days, except for the following conditions: Failure to pay the **Service Agreement** Purchase Price; The **Agreement** holder being convicted of a crime which results in an increase in the service required under this **Agreement**; Discovery of fraud or material misrepresentation perpetrated by You in purchasing this **Agreement** or obtaining service; The discovery of an act or omission, or a violation of any condition of this **Agreement** by You which substantially and materially increases the service requested under the **Service Agreement**; or a material change in the nature or extent of the service required under the **Service Agreement**, which occurs after the purchase of this **Agreement**, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this **Service Agreement** for any of the above reasons, You will receive a refund equal to the pro rata Purchase Price. With respect to each Product covered under this **Service Agreement**, the **Administrator**, and/or Obligor liability is limited to the original retail Purchase Price You paid for such Product. We may not cancel this **Service Agreement** until at least fifteen (15) days after the notice of cancellation has been mailed to You.

If You are not satisfied with the manner in which We are handling a service under this **Service Agreement**, You may contact the Nevada Commissioner by use of the toll-free number of the Division, (888) 872-3234.

THIS SERVICE AGREEMENT IS SUBJECT TO A WAITING PERIOD AND PROVIDES NO COVERAGE PRIOR TO EXPIRATION OF THE WAITING PERIOD.

Repair Protection: Emergency Repair – Service Within twenty-four (24) Hours: For goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within twenty-four (24) hours after the claim is reported.

Emergency Repair – Status Report: in an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim, We will provide a status report to the holder that will include the following:

- b) The primary reason causing the required repairs or services to extend beyond the three (3) day period, including the status of any parts required for the repairs or services,
- c) The current estimated time to complete the repairs or services, and
- d) Contact information for the holder to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries not later than one (1) business day after such an inquiry is made.

NEW HAMPSHIRE only:

In the event You do not receive satisfaction under this **Service Agreement**, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

NEW JERSEY only:

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

CANCELLATION: The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty- five (45) days after return of the **Service Agreement** to the **Administrator**. This provision applies only to the original purchaser of the **Service Agreement**

NEW MEXICO only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date this **Service Agreement** was provided to **You**. If **You** made no claim, the **Agreement** is void, and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not made within sixty (60) days of the return of the **Service Agreement**. These provisions apply only to the original purchase of the **Service Agreement**. The **Administrator** may not cancel this **Service Agreement** once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of **You** in a crime that results in an increase in the service required under the **Service Agreement**; fraud or material misrepresentation by **You** in purchasing the **Service Agreement** or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the **Service Agreement** by **You** which substantially and materially increases the service required under the **Service Agreement**. If **Administrator** cancels this **Service Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The **Administrator** is not required to mail **You** written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the covered property or its use.

NEW YORK only:

SERVICE AGREEMENT PROVIDER/OBLIGOR is amended to provide: The **Service Agreement Provider/Obligor** under this **Service Agreement** is Universal Underwriters Service Corporation, d/b/a: UUSC Service Company, 7045 College Boulevard, Overland Park KS 66211, (800) 515-5988.

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date this **Service Agreement** was provided to **You**, or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. In the event **We** cancel this **Service Agreement**, **We** will mail a written notice to **You** at **Your** last known address, at least, fifteen (15) days prior to cancellation with the reason for cancellation. **Administrator** is not required to mail **You** written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the covered property or its use.

If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

NORTH CAROLINA only:

The purchase of a **Service Agreement** is not required in order to obtain financing. The **Administrator** may not cancel this **Service Agreement** except for nonpayment by **You**, or in violation of any of the terms and conditions of this **Service Agreement**.

CANCELLATION: If **You** cancel **Your Service Agreement**, **You** will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund.

OHIO only:

If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

OKLAHOMA only:

SERVICE AGREEMENT PROVIDER/OBLIGOR is amended to include: Oklahoma license number is 44197997. This is not an insurance contract. Coverage afforded under this **Service Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

CANCELLATION: In the event **You** cancel this **Service Agreement**, **You** shall receive a refund equal to ninety percent (90%) of the unearned pro-rata Purchase Price. To arrange for cancellation of this **Agreement**, please contact **Your** Selling Retailer. In the event **We** cancel this **Service Agreement**, **You** shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata Purchase Price, less the cost of any service received. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

OREGON only:

Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. If in an emergency situation and an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

CANCELLATION: **You**, the service **Agreement** holder 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. The **Obligor** is responsible for **Your** refund.

SOUTH CAROLINA only:

In order to prevent damage to the covered Product, please refer to the owner's manual. Purchase of this **Service Agreement** is not a condition of the loan. This **Service Agreement** does not provide coverage for pre-existing conditions. This **Service Agreement** does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect **Your** Product from further damage after a breakdown or performance failure occurs. **CANCELLATION:** **You** may return this **Service Agreement** within twenty (20) days of the date this **Service Agreement** was provided to **You**, or within ten (10) days, if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void and the full Purchase Price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact **Your** selling retailer. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. In the event the **Administrator** cancels this **Service Agreement**, the **Administrator** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The **Administrator** is not required to mail **You** written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the covered property or its use. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions. In the event **You** have a question or complaint, **You** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

TEXAS only:

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: 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.**

DEFINITIONS: **Administrator** is OnPoint Warranty Solutions.

CANCELLATION: The **Administrator** will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days. The provisions apply only to the original purchaser of the **Service Agreement**. If holder cancels before thirty-first (31st) day, refund shall be one hundred percent (100%) less any claims paid with no cancellation fee. If holder cancels after thirty-first (31st) day, the refund will be prorated less any claims paid with a cancellation fee not to exceed fifty dollars (\$50.00). In the event **We** cancel the **Service Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** relating to the covered property or its use, or a substantial breach of **Your** duties relating to the covered product or its use. **You** may apply directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the **Service Agreement** is canceled. Unresolved complaints concerning a provider or questions concerning the registration of a **Service Agreement** provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

UTAH only:

CANCELLATION: **We** may cancel this **Service Agreement** by providing **You** with (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Service Agreement**. **We** may cancel this **Service Agreement** by providing **You** with ten (10) days written notice if the reason for cancellation is non-payment by **You**. This **Service Agreement** does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the **Service Agreement**. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions. This **Service Agreement** may be paid in full at the time of purchase or financed. Coverage afforded under this **Service Agreement** is not guaranteed by the Property and Casualty Guaranty Association. This **Service Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim.

VERMONT only: **You** may return this **Service Agreement** within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the **Agreement** Purchase Price. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions.

WASHINGTON only:

CANCELLATION: **You** may return this **Service Agreement** within twenty (20) days of the date this **Service Agreement** was provided to **You**, or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within thirty (30) days after the return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. In the

event the **Administrator** cancels the **Service Agreement**, the **Administrator** will mail a written notice to **You** at **Your** last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. **You** may make a claim directly with OnPoint Warranty Solutions. If in an emergency situation an **Administrator** cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the **Service Agreement** provisions. The state of Washington is the jurisdiction for any civil action in connection with this **Service Agreement**.

WISCONSIN only:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION: To arrange for cancellation of this **Service Agreement**, please contact **Your** Selling Retailer. **You** may cancel this **Service Agreement** at any time. If this **Service Agreement** is cancelled by **You** within twenty (20) days of the date of purchase, **You** will receive a one hundred percent (100%) refund of the full Purchase Price of the **Service Agreement**, less any claims paid or pending. If **You** cancel after twenty (20) days of the date of purchase, **You** will receive a pro rata refund based on the time remaining on **Your Service Agreement**, less any claims paid or pending. If **You** cancel, an administrative fee of twenty-five (\$25.00) or ten percent (10%) of the **Service Agreement** Purchase Price, whichever is less, will apply. In the event of a total loss of property that is not covered, **You** shall be entitled to cancel this **Service Agreement** and receive a pro rata refund based on the time remaining on **Your Service Agreement**, less any claims paid or pending. **We** may only cancel this **Service Agreement** for material misrepresentation by **You**, non-payment by **You**, or a substantial breach of duties by **You** relating to the covered product or its use. If **We** cancel this **Service Agreement**, **We** will mail written notice to **You** at **Your** last known address at least ten (10) days prior to cancellation. The notice shall state the effective date and reason for cancellation. If **We** cancel this **Service Agreement**, no administrative fee will apply. The **Administrator** will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days. Lack of pre- authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been an unreasonable expense.

WYOMING only:

You may return this **Service Agreement** within twenty (20) days of the date this **Service Agreement** was provided to **You**, or within ten (10) days if the **Service Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Service Agreement** is void and the full Purchase Price will be refunded to **You**. The **Administrator** will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to the **Administrator**. These provisions apply only to the original purchaser of the **Service Agreement**. In the event **Administrator** cancels the **Service Agreement**, **Administrator** will mail a written notice to **You** at **Your** last known address, at least, ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** relating to the covered property or its use, or a substantial breach of **Your** duties relating to the covered product or its use.