

Administrator: OnPoint Warranty Solutions, LLC
9900 Corporate Campus Drive, Suite 2050
Louisville, KY 40223
(877) 679-4498
<https://onpoint.help.swg>



ELECTRONICS AND HOME EXTENDED SERVICE CONTRACT
This Agreement is not a Contract of Insurance

I. DEFINITIONS:

A. The following provides definitions regarding the parties to the **Contract**:

1. **"ADMINISTRATOR"**: OnPoint Warranty Solutions, LLC, Administrative Center, 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, (877) 679-4498.
2. **"CONTRACT"**: This service **Contract**, which **You** have purchased for **Your Covered Product(s)**.
3. **"YOU" or "YOUR"**: refers to the purchaser of this **Contract** listed on the **Registration Page**.
4. **"WE", "US", "OUR" and "OBLIGOR"**: unless stated otherwise, the company obligated under this **Contract** is Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

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

1. **"ACCIDENTAL DAMAGE FROM HANDLING" (ADH)**: Damage to a **Covered Product** listed in the Electronics **Coverage Level** that is caused by accidentally dropping and/or mishandling it. **ADH ONLY** includes operational, mechanical, and/or electrical failure resulting from this damage. **ADH** does NOT include damage stemming from theft, mysterious disappearance, misplacement, reckless/abusive/willful/intentional conduct associated with handling/using the **Covered Product**, cosmetic damage and/or other damage that does not affect its functionality, damage caused during shipment between **You** and **Our Service Providers**, or any other limitations listed in the **EXCLUSIONS** section of this **Contract**. For the purposes of this **Contract**, accidental damage is defined as a single, unexpected, sudden, and unintentional event and does not include accumulated damage from continual/multiple events. The use of this coverage requires an explanation of where and when the accident occurred, as well as a detailed description of the actual event. For cracked screens on any **Covered Product** (televisions, laptops, tablets, etc.), coverage is limited to one repair or replacement per **Covered Product** for the **Term** of this **Contract**. **No Covered Product listed in either Home Protection Coverage Level is eligible for this coverage.**
2. **"BREAKDOWN"**: The mechanical or electrical failure of any original or like replacement part/component to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, the direct result of a power surge, normal **Wear and Tear**, or **Accidental Damage From Handling (ADH)**, providing it has been properly maintained, as recommended by the manufacturer in the Owner's Manual. **Breakdown does NOT include the gradual reduction in operating performance caused by Wear and Tear, where a failure has not occurred. ADH is ONLY applicable to a Covered Product listed in the Electronics Coverage Level.**
3. **"COST(S)"**: The reasonable and customary charges for parts and labor necessary to perform **Covered Repairs**. These charges shall NOT exceed the original Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the **Cost** will be covered, according to the terms and conditions herein.
4. **"COVERAGE LEVEL"**: The level of coverage that **You** choose will determine the specific products that will be eligible for coverage, under the terms and conditions of this **Contract**. **Your Coverage Level** is listed on the **Registration Page** of this **Contract**.
5. **"COVERED PRODUCT(S)"**: The products listed under the **Coverage Level** that **You** selected will be covered.
6. **"COVERED REPAIRS"**: The **Covered Products** that are eligible for repair, based upon the **Coverage Level** **You** choose. At **Our** discretion, replacement parts used in **Covered Repairs** may include any parts that are of like, kind, and quality, including non-original equipment manufacturer parts, new parts, remanufactured parts, or used parts that meet the quality standards of the **Service Provider** or **Us**. If a **Covered Product** cannot be repaired, or if parts are no longer available (or discontinued by the manufacturer), the **Covered Product** will be replaced with a product of similar quality and features. If a satisfactory replacement cannot be found, **We** will make a settlement offer not to exceed the average **Cost** of a product that is of like, kind, and quality (LKQ) that matches the OEM specifications. **You are responsible for any incurred expenses for any non-covered expenses.**
7. **"COVERED RESIDENCE"**: The address where the **Occupied Residents** reside and where the **Covered Products** are customarily located (Electronics) or permanently located (Home Protection). If **You** change **Your Covered Residence**, it is **Your** responsibility to notify **Us**. Failure to do so may result in the denial of **Your** claim. In the event that **You** wish to obtain coverage for more than one residence, **You** must purchase additional **Contracts**.
8. **"EFFECTIVE DATE"**: The date in which **Your** coverage becomes effective. It is determined by adding the **Mandatory Waiting Period** to the **Purchase Date**.
9. **"LEMON POLICY"**: **We** reserve the right to replace any **Covered Product** listed in the Electronics **Coverage Level**, if that **Covered Product** requires more than 3 service repairs for the same component, during the **Term** of this **Contract**. The replacement product will be of like, kind, and quality that matches the OEM specifications of the original **Covered Product**. If **We** replace any **Covered Product**, all of **Our** obligations under the terms and conditions of this **Contract** will be forfeit. Replacement products are NOT eligible for coverage under this

Contract.

10. **"MANDATORY WAITING PERIOD"**: A 30-day **Mandatory Waiting Period** from the **Purchase Date** applies to all coverages, regardless of which **Coverage Level You** choose. The **Mandatory Waiting Period** will be added onto the end of the **Contract Term**.
11. **"OCCUPIED RESIDENTS"**: The person(s) residing with the **Contract Holder** at the **Covered Residence**.
12. **"OCCURRENCE"**: The one-time use of one Covered Repair.
13. **"PRE-EXISTING CONDITION(S)"**: Any issue that relates or could relate to coverage under this **Contract** that existed prior to the **Effective Date** of this **Contract**. Issues would include any condition that would have been obvious and apparent to **You** at the time **You** purchased this **Contract**.
14. **"PURCHASE DATE"**: The date in which **You** purchased this **Contract**. It is listed on the **Registration Page** in the **Service Contract** Information section.
15. **"SELLER"**: The entity **You** purchased **Your Contract** from, as identified on the **Registration Page** in the **Seller** Information section.
16. **"SERVICE CALL FEE"**: The amount **You** must pay each time **You** make a claim and have an approved and authorized Covered Repair performed. **Your Service Call Fee** is listed on the **Registration Page** of this **Contract**. If the actual repair **Cost** is less than the **Service Call Fee**, **You** will be responsible for the actual repair **Cost** and **We** will in turn cover the **Service Call Fee**. If the **Service Provider** requires any amount to be paid up front, at the time of the visit, **We** will reimburse **You** the difference according to the terms and conditions of this **Contract**. The **Service Call Fee** applies to each call that is scheduled and dispatched including, but not limited to **Covered Repairs**, non-covered (**Excluded**) repairs, instances where the product cannot be repaired at that time or at all, an appointment that **You** failed to be present for at the scheduled time, or in the event that **You** cancel the service call, once the **Service Provider** is in route to or at **Your Covered Residence**. Failure to pay the **Service Call Fee** may result in suspension or cancellation of **Your Contract**. If service work performed under this **Contract** should fail to resolve an issue, **We** will make the necessary repairs without an additional **Service Call Fee** for a period of 90 days on parts and 30 days on labor.
17. **"SERVICE PROVIDER"**: An independent Contractor that is hired to perform the **Covered Repairs** provided to **You** under this **Contract**. **We** assume no liability for any consequential damage to any product or property resulting from the rendering of **Covered Repairs**. Any claims for consequential damage must be filed against the **Service Provider**. **We** reserve the right to select the **Service Provider**, to perform the service(s) required.
18. **"TERM"**: The **Term** of this **Contract** is determined by adding the **Purchase Date** to the **Mandatory Waiting Period**. Coverage begins after the **Mandatory Waiting Period** ends and expires upon the expiration of the number of **Term Months** listed on the **Registration Page** of this **Contract**. **Mandatory Waiting Period** applies.
19. **"WARRANTY"**: Any **Warranty** of the Original Equipment Manufacturer (OEM), a factory refurbished **Warranty**, or a **Repair Facility's** guarantee.
20. **"WEAR & TEAR"**: The gradual reduction in **Your Covered Product's** performance due to regular use, despite being properly maintained.

II. WHAT YOUR CONTRACT COVERS:

Major brands of equipment will be covered under this **Contract**, subject to the availability of repair parts. Only those items specifically named as covered, under the **Coverage Level** that **You** selected, are eligible for coverage. **The items listed as Excluded throughout this Contract and in the Exclusions section are examples and not an all-inclusive list. These listings do NOT, in any way, limit Our right to decline coverage for items not specifically mentioned.**

A. ELECTRONICS COVERAGE LEVEL

1. HOME ENTERTAINMENT (includes original remote control(s)):

- Television (LCD, Plasma, or LED)
- Audio/Video Streaming Device
- Virtual Reality Headset
- DVD/Blu-Ray Player
- Portable DVD Player
- Handheld Gaming
- Gaming Console/System
- Home Theater System (may include the receiver, sound bar, speakers, amplifier, subwoofer, and tuner)
- Audio Headphones/Headset

2. WEARABLES:

- Smart Watch
- Health & Fitness Band

3. OFFICE PRODUCTS (wired or wireless):

- Personal Computer (PC) – Desktop, Laptop, and/or Tablet
- E-Reader Tablet
- External Monitor
- Printer/Multifunction Printer
- Mouse
- Keyboard
- External Speaker Set
- External Hard Drive
- Router

In order to qualify for coverage, PCs (including Apple products) must be equipped with an Apple

Operating System (version OS X(10) or newer and/or Chrome OS), a Windows Operating System (version Windows 7 or newer), or an Android Operating System (version 1.6 or newer).

You are responsible for backing up all computer content including, but not limited to data, files, software, photos, documents, etc. prior to a Covered Repair or replacement. We shall not be responsible for the loss of any unrecoverable items.

4. SMART HOME:

- Smart Device Hub/Home Controller
- Smart/Bluetooth/Wi-Fi Enabled Speaker(s)
- Smart Thermostat
- Smart Smoke Detector
- Smart Carbon Monoxide Detector
- Smart Door Lock
- Smart Doorbell/Video Doorbell
- Smart Garage Door Opener
- Smart Light Dimmer/Switch/Outlet
- Smart Home Security Camera/Flood Lamp

All of the "Smart" products above must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, Matter, or Thread Group.

III. STANDARD HOME PROTECTION COVERAGE LEVEL:

- A.** Built-In Microwave (Includes door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, and related electrical parts.)
- B.** Dishwasher (Includes heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel, and related electrical parts.)
- C.** Garbage Disposal (Includes all mechanical and electrical components and parts, except as noted as **Excluded**.)
- D.** Kitchen Refrigerator (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semiconductors, rectifiers, valves, and electronics circuits.)
- E.** Ice Maker – in Refrigerator or Stand-Alone model (Includes mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm.)
- F.** Range/Oven/Cooktop (Includes surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, and internal wiring.)
- G.** Kitchen Exhaust Fan(s) (Includes all internal related electrical parts, including belts, fan motors, motors, switches, relays, and control boards.)
- H.** Trash Compactor (Includes removable buckets, lock, and key assemblies.)
- I.** Clothes Washing Machine (Includes water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts.)
- J.** Clothes Dryer (Includes gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer, and electrical heating element.)
- K.** Garage Door Opener (Includes all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors.)
- L.** Doorbell System (Includes all components and parts, except as noted as **Excluded**.)
- M.** Ceiling Fan(s) (Includes ceiling fan motors and controls (replaced with builder's standard)).
- N.** Central Air Conditioning – Electric ONLY (Includes heat pump(s), condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.)
- O.** Central Home Heating – Gas or Electric, excluding Geothermal - (Includes gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat.)
- P.** Ductwork (Includes accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills.)
- Q.** Interior Electrical System (Includes all interior AC wiring including receptacles, switches, fuses, and single and two pole breakers.)
- R.** Plumbing System – does NOT include fixtures (Includes all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs.)
- S.** Water Heater – Gas or Electric (Includes gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.)

IV. PREMIUM HOME PROTECTION COVERAGE LEVEL:

- A.** In addition to the items listed in the Standard Home Protection Coverage Level, You will also have coverage for the following:

1. Attic Exhaust Fan (Includes motors, switches, controls, bearings, blades, and remote-control units.)
2. Hot Water Dispenser (Includes all parts and components that affect the operation of the unit, except as noted as **Excluded.**)
3. Free-Standing Freezer (Includes all parts and components that affect the operation of the unit, except as noted as **Excluded.**)
4. Secondary Refrigerator – not including icemaker (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semiconductors, rectifiers, valves, and electronics circuits.)
5. Wine Cooler (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semiconductors, rectifiers, valves, and electronics circuits.)
6. Plumbing Stoppages (Includes clearing sink, bathtub, shower, and toilet stoppages and clearing the mainline drain and sewer stoppages (with unobstructed access, within the confines of the home from the access point), via snaking system. Faucets, fixtures, toilet bowls/tanks, wax ring
7. Seals, and toilet mechanisms (within toilet tanks) are also eligible for replacement – replacement can be builders' grade, if necessary.)
8. Boiler (Includes all mechanical system components and parts, except as noted as **Excluded.**)
9. Water Softener(s) (Includes all mechanical components and parts for basic single and twin water softener units.)
10. Well Pump (Includes all components and parts of well pump utilized for main dwelling only.)
11. Septic System (Includes sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house.)
12. Central Vacuum System (Includes all mechanical system components and parts, except as noted as **Excluded.**)
13. Programmable Thermostat (Includes electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit.)
14. Spa/Sauna/Hot Tub (Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes, and wiring.)
15. Swimming Pool (Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes, and wiring.)
16. Additional Air Conditioning Unit – Electric ONLY (includes heat pump(s), condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, **rectifiers, and electronic circuits.**)

V. **ELIGIBILITY:**

A. **ELECTRONICS:**

In order to qualify for Electronics coverage under the terms and conditions of this Contract, a Covered Product **MUST:**

1. have at least 90 days of coverage for both parts and labor, at the time of the product purchase, under either the original manufacturer Warranty or a factory refurbished Warranty.
2. have been purchased within 48 months of the Purchase Date of this Contract.
3. be consumer grade equipment. NO commercially designed products are eligible for coverage.
4. have a valid serial number that You can produce at the time of a claim. Failure to produce a valid serial number at the time of a claim, may result in the claim being denied.

B. **HOME PROTECTION:**

In order to qualify for Home Protection coverage under the terms and conditions of this Contract, a Covered Product **MUST:**

1. be located within the confines of the main foundation of the Covered Residence (home or garage), with the exception of the exterior air conditioner, swimming pool, or spa/sauna/hot tub.
2. be in good working order on the Purchase Date of this Contract.
3. be properly maintained. This Contract does NOT cover any Costs associated with maintenance.
4. be domestic grade equipment (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). NO commercially designed products are eligible for coverage.
5. have a valid serial number that You can produce at the time of a claim. Failure to produce a valid serial number at the time of a claim, may result in the claim being denied. This does NOT apply to a Covered Product (or system) that is not assigned a serial number.

VI. **YOUR RESPONSIBILITIES:**

A. **PREVENT FURTHER DAMAGE:** In the event of a Breakdown, You must take immediate action to prevent further damage to the Covered Product(s). This Contract does NOT cover damage caused by continued operation of the Covered Product(s) in a failing/failed state or the failure to timely repair such a component/product.

B. **MAINTENANCE REQUIREMENTS:** In order to receive benefits under the terms and conditions of this Contract, You must keep the Covered Product(s) clean, updated, and serviced according to the manufacturer's recommendations. Failure to maintain a Covered Product properly may result in the

claim being denied.

- C. **SUBROGATION:** If We pay for a repair/replacement, We may require You to assign to Us Your rights of recovery against others. We will not pay for a repair/replacement, if You impair these rights to recover. Your rights to recover from others may NOT be waived. IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.

VII. **COVERAGE LIMITS:**

- A. **CONTRACT COVERAGE:** In the event of a Breakdown of a Covered Product, We agree to pay for/reimburse You for the Cost of parts and labor associated with Covered Repairs, to repair or replace a Covered Part/Product less an applicable Service Call Fee, subject to the terms, conditions, and limitations herein.

B. **LIMITS OF LIABILITY:**

1. **ELECTRONICS ONLY:** The maximum amount We will pay for any claim on a single Covered Electronics Product is \$1,000.00 or the price You originally paid, whichever is less. The total aggregate for all Electronics claims paid or payable during the **Contract Term** shall not exceed \$5,000.00.
2. **HOME PROTECTION ONLY:** The maximum amount We will pay for any claim on a single Covered Home Protection Product is \$3,500.00 or the price You originally paid, whichever is less. The total aggregate for all Home Protection claims paid or payable during the **Contract Term** shall not exceed \$15,000.00.
3. **ELECTRONICS + HOME PROTECTION:** If You selected a **Coverage Level** that includes coverage for **BOTH Electronics & Home Protection**, You must abide by the stated limits of liability in items A. and B., but the additive total for **ALL** claims paid or payable during the **Contract Term** will increase to but shall not exceed \$20,000.00.

If You meet or exceed the applicable aggregate limit, We will notify You at the time of the claim. In the event You reach an aggregate limit, and the **Covered Product** requires additional repairs, We will provide You with information on how to get the **Covered Product** repaired. However, We will NOT be responsible for any **Costs** related to the repair(s). If You make a claim and the **Cost** to repair/replace **Your Covered Product** exceeds the remaining balance of the applicable aggregate limit, We will complete the repair/replacement of **Your Covered Product**, at Your request. The difference between the **Cost** and the remaining balance will be Your responsibility. After the repair/replacement is complete, coverage under this **Contract** will be exhausted and the **Contract** will terminate, regardless of the duration of time remaining in the **Term**.

- C. **OUR OBLIGATION:** During the **Term** of this **Contract**, the **Administrator** will arrange for an authorized **Service Provider** to service, repair, or, at our discretion, if unrepairable, replace **Covered Product(s)**, due to a **Breakdown**. This **Contract** provides coverage ONLY for those items specifically listed in the **Coverage Level** You selected and excludes all other items. Coverage is subject to the limits and conditions specified herein. In addition, service **Costs**, trip charges, **Breakdown** charges, inspection fees, diagnostic fees, and/or estimate charges for repairs NOT covered under the terms and conditions of this **Contract** are solely Your responsibility. **Upon replacement of any Covered Product, We will have no obligation for the replaced product, under this Contract.**

VIII. **EXCLUSIONS:**

- A. This **Contract** will **NOT PAY** or reimburse You for anything excluded throughout this **Contract** or for:
1. ANY CLAIM FOR A REPAIR THAT OCCURS OUTSIDE OF THE UNITED STATES.
 2. ANY CLAIM THAT IS NOT REPORTED TO US WITHIN 45 DAYS FROM THE DATE OF THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.
 3. ANY PRE-EXISTING CONDITION THAT EXISTED PRIOR TO THE PURCHASE DATE OF YOUR CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.
 4. CONSEQUENTIAL, INCIDENTAL, AND/OR INDIRECT DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO: LOSS OF USE, LOSS OF BUSINESS, LOSS OF MONEY/PROFITS, LOSS OF DATA, LOSS OF TIME, ETC. THIS MAY INCLUDE DELAYS/FAILURES RELATING TO THE EXCLUSIONS HEREIN, SHORTAGES RELATING TO LABOR/MATERIALS/PARTS, DELAYS IN SHIPPING/DELIVERY OF PARTS, AND/OR ANY OTHER CAUSES THAT ARE BEYOND OUR REASONABLE CONTROL. WE ARE ALSO NOT LIABLE FOR ANY ADDITIONAL CHARGES ASSESSED TO YOU FOR THE ACCESS/TRANSPORT OF ANY MATERIALS NEEDED TO FACILITATE ANY REPAIRS, REPLACEMENTS, OR SERVICES.
 5. ANY CLAIM FOR A REPAIR/REPLACEMENT THAT WAS NOT PRE-AUTHORIZED BY THE ADMINISTRATOR.
 6. ANY CLAIM, IF YOUR PRODUCT IS DESIGNED FOR COMMERCIAL USE.
 7. ANY CLAIM, IF YOUR COVERED RESIDENCE IS A PROPERTY LISTED ON A HISTORICAL REGISTER AND/OR USED IN WHOLE OR IN PART FOR BUSINESS PURPOSES SUCH AS, BUT NOT LIMITED TO, DAY CARE, GROUP HOME, REST HOME, CHURCH, SCHOOL, OR SORORITY/FRATERNITY. COMMON AREAS OR ITEMS SHARED BY NON-PURCHASERS OF THIS CONTRACT WILL NOT BE COVERED. COVERAGE IS FOR OCCUPIED RESIDENTS ONLY. THIS CONTRACT ONLY COVERS RESIDENTIAL PROPERTIES, SUCH AS SINGLE-FAMILY HOMES, TOWNHOMES, CONDOMINIUMS, ETC.
 8. LIABILITY FOR ANY PERSONAL EXPENSES, DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF A COVERED PRODUCT, WHETHER OR NOT THE CAUSE IS

- RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.
9. ANY COSTS THAT YOU INCUR THAT EXCEED THE STATED OCCURRENCE LIMITS OR RELATE TO ANY NON-COVERED PARTS, LABOR, TIME, REPAIR, SERVICE, ETC. THAT ARE NOT SPECIFICALLY COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
 10. THE FAILURE OF ANY PART/COMPONENT/PRODUCT NOT COVERED UNDER THIS CONTRACT.
 11. ANY REPAIR THAT IS NEEDED, BUT IS CAUSED BY ACCIDENTAL DAMAGE THAT DOES NOT RESULT IN MECHANICAL OR ELECTRICAL FAILURE, IMPROPER INSTALLATION OR SETUP, MISSING PARTS, ANIMAL/PET/PEST DAMAGE, POWER SURGE/FAILURE, STRUCTURAL/ PROPERTY DAMAGE, ACTS OF FRAUD, THEFT, LOSS, MISUSE, ABUSE, NEGLIGENCE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A SERVICE PROVIDER TO PERFORM PROPER REPAIRS), IMPROPER/UNAUTHORIZED REPAIRS, THE LACK OF PROPER MAINTENANCE, AND/OR USES/ALTERATIONS/MODIFICATIONS TO THE COVERED PRODUCT(S) NOT AUTHORIZED BY ITS MANUFACTURER.
 12. COSMETIC DEFECTS/DAMAGE TO NON-OPERATIONAL PARTS THAT DO NOT IMPACT THE OPERATION/PERFORMANCE OF A COVERED PRODUCT. THIS MAY INCLUDE DEFECTS/DAMAGE TO SURFACE/CASING/APPEARANCE PARTS, THE DECORATIVE FINISH, NON-FUNCTIONAL PLASTIC/TRIM/ATTACHMENTS/ACCESSORIES, ETC.
 13. ANY DAMAGE CAUSED BY EXTREME CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, LIGHTNING, EARTHQUAKES, SOIL MOVEMENT, FIRE, WINDSTORM, STORM, WIND, HAIL, WATER, FLOOD, LIQUID IMMERSION, CONDENSATION, MOISTURE, FREEZING, VANDALISM, LARCENY, EXPLOSION, MALICIOUS MISCHIEF, INTENTIONAL DESTRUCTION OF PROPERTY, RIOTS, ACTS OF WAR, INSURRECTION, CIVIL DISORDER, TERRORIST ATTACK, NUCLEAR ACCIDENT, CONTAMINATION, CORROSION, DIRT, MOLD, DUST, RUST, SAND, SMOKE, INSECTS OR OTHER ANIMALS, ETC.
 14. ANY DAMAGE THAT IS THE RESULT OF A MANUFACTURER DEFECT AND/OR DESIGN FLAW.
 15. ANY DAMAGE THAT IS COVERED BY A RETAILER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).
 16. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS/REPLACEMENTS WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.
 17. ANY CLAIM FOR ANY PART OR REPAIR THAT A SERVICE PROVIDER, REPAIR FACILITY, OR MANUFACTURER RECOMMENDS TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.
 18. COSTS ASSOCIATED WITH NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, INSPECTIONS, CLEANING, OR TUNE-UPS, MINOR ADJUSTMENTS/SETTINGS CHANGES (OUTLINED IN THE OWNER'S MANUAL THAT THE USER CAN PERFORM), ANY SERVICE REQUEST THAT ONLY RESULTS IN CUSTOMER EDUCATION OR NO PROBLEM FOUND, AND/OR INSTALLATION/UNINSTALLATION OF ANY COVERED PRODUCT.
 19. ANY PRODUCT(S) THAT ARE NOT OWNED BY YOU INCLUDING, BUT NOT LIMITED TO: LEASED AND RENTED PRODUCTS, PRODUCTS THAT ARE NOT CUSTOMARILY LOCATED IN A PRIVATE RESIDENCE, PRODUCTS THAT HAVE BEEN LOANED TO YOU BY ANOTHER INDIVIDUAL OR COMPANY, ETC.
 20. ANY DAMAGE/BREAKDOWN THAT OCCURS WHILE THE COVERED PRODUCT IS IN STORAGE, IN TRANSIT (DELIVERY/REDELIVERY TO OR FROM YOUR COVERED RESIDENCE) OR LOCATED ANYWHERE OTHER THAN IN YOUR COVERED RESIDENCE. THE ONLY EXCEPTION IS WHEN IT IS IN THE POSSESSION OF THE DESIGNATED REPAIR FACILITY.
 21. ANY PRODUCT THAT: IS UNDER FACTORY RECALL DUE TO A MANUFACTURER DEFECT OR CLASS ACTION LAWSUIT; NEEDS REPAIRS DUE TO DEFECTS, AS DETERMINED BY THE CONSUMER PRODUCT SAFETY COMMISSION; IS MISMATCHED (SYSTEM THAT CONTAINS INCOMPATIBLE COMPONENTS WITH DIFFERENT CAPACITY RATINGS); HAS BEEN MODIFIED FROM THE ORIGINAL MANUFACTURER DESIGN OR INTENDED APPLICATION; HAS BEEN IMPROPERLY INSTALLED; IS LOCATED OUTSIDE OF THE PERIMETER OF THE MAIN FOUNDATION (SOME EXCEPTIONS MAY APPLY, DEPENDING ON THE COVERAGE LEVEL SELECTED AND THE PRODUCTS COVERED).
 22. ANY ALTERATIONS/MODIFICATIONS/UPGRADES TO THE COVERED RESIDENCE THAT ARE NEEDED IN ORDER TO FACILITATE A REPAIR/REPLACEMENT. THIS INCLUDES BUT IS NOT LIMITED TO: A DIMENSIONAL/DESIGN CHANGE TO A PRODUCT; A CAPACITY DIFFERENCE (OVERSIZED OR UNDERSIZED); INSUFFICIENT/EXCESSIVE WATER PRESSURE; INADEQUATE WIRING; CIRCUIT OVERLOAD; A POWER FAILURE AND/OR SURGE; OR ANY FAILURE TO MEET BUILDING CODES, ZONING REQUIREMENTS, UTILITY REGULATIONS, OR LOCAL/STATE/FEDERAL LAWS OR REGULATIONS. ANY PRODUCT/SYSTEM THAT IS DETERMINED TO BE UNDERSIZED, OVERSIZED, OVERLOADED, INSUFFICIENT, INADEQUATE, IMPERMISSIBLE, IRREPLACEABLE, INACCESSIBLE, OR UNSAFE TO REPAIR/ REPLACE WILL BE EXCLUDED FROM COVERAGE, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
 23. ANY ADDITIONAL FEES THAT YOU MAY INCUR, AS A RESULT OF HAVING A REPAIR/REPLACEMENT PERFORMED OR AS A RESULT OF A SERVICE PROVIDER'S INABILITY TO PERFORM A REPAIR/REPLACEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, COSTS

ASSOCIATED WITH: THE REMOVAL/DISPOSAL OF OLD PRODUCTS; HAZARDOUS/TOXIC MATERIALS (INCLUDING ASBESTOS AND REFRIGERANT RECLAMATION); ACCESSIBILITY (GAINING/RESTORING ACCESS OR RECONFIGURATION); ANY UPDATES/UPGRADES THAT ARE REQUIRED TO MEET CODES/REGULATIONS/REQUIREMENTS; THE USE OF ANY LIFTING EQUIPMENT, INCLUDING CRANES; THE USE OF DIGGING EQUIPMENT, INCLUDING EXCAVATORS; THE USE OF ELECTRONIC COMPUTERIZED ENERGY MANAGEMENT SYSTEMS/DEVICES; THE USE OF LIGHTING/APPLIANCE MANAGEMENT SYSTEMS; OR ANY ROT, FUNGUS, MOLD, MILDEW, BIO- ORGANIC GROWTH (EVEN WHEN CAUSED BY OR IS RELATED TO THE MALFUNCTION, REPAIR, OR REPLACEMENT OF A COVERED PRODUCT). ANY FEES ASSOCIATED WITH ADDITIONAL MANPOWER OR EQUIPMENT ARE STRICTLY PROHIBITED FROM COVERAGE.

24. ANY PRODUCT, IF THE SERIAL NUMBER HAS BEEN ALTERED OR REMOVED.
25. ANY PRODUCT THAT WE HAVE ALREADY REPLACED. REPLACEMENT PRODUCTS ARE NOT ELIGIBLE FOR COVERAGE.

B. The following exclusions specifically pertain to ELECTRONICS:

1. ANY REPAIR THAT IS NEEDED AS A RESULT OF AN ONGOING CONDITION WHERE WE HAVE PREVIOUSLY PROVIDED REPAIR (UP TO THREE TIMES). PLEASE REFER TO THE LEMON POLICY IN THE DEFINITIONS SECTION OF THIS CONTRACT.
2. THE FAILURE OF ANY PART/COMPONENT/PRODUCT NOT COVERED UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO HANDSET BOOSTERS, VISUAL RING INDICATORS, PARTS INTENDED FOR PERIODIC REPLACEMENT (BATTERIES, BULBS, EXTERNAL POWER SUPPLIES, STYLUSES, ANTENNAS, CARTRIDGES, ETC (EXCLUDING ONE ANNUAL LAPTOP BATTERY).
3. SUPPORT AND/OR REPAIRS TO SOFTWARE, DATA OR SOFTWARE OF ANY KIND THAT IS DELETED/DAMAGED DURING A REPAIR OR REPLACEMENT OF A COVERED PRODUCT, OR THE LOSS/DAMAGE OF SOFTWARE DUE TO ANY CAUSE INCLUDING, BUT NOT LIMITED TO: A COMPUTER VIRUS, WORM, TROJAN PROGRAM, ADWARE, SPYWARE, FIRMWARE OR ANY OTHER SOFTWARE PROGRAM, ETC.
4. BURNED-IN IMAGES/PIXEL FAILURE THAT FALLS WITHIN THE ACCEPTABLE PARAMETERS SET FORTH BY THE MANUFACTURER IN THE PRODUCT'S DESIGN SPECIFICATIONS OR THAT DO NOT MATERIALLY ALTER THE PRODUCT'S FUNCTIONALITY.
5. ANY PC THAT CANNOT BE ACCESSED BY THE SERVICE PROVIDER. YOU MUST HAVE ADMINISTRATOR PERMISSIONS (THE ABILITY TO LOGIN), SO THE PC CAN BE ACCURATELY DIAGNOSED AND SOFTWARE CAN BE UPLOADED AND DOWNLOADED BY THE SERVICE PROVIDER, IF NEEDED.

C. The following exclusions specifically pertain to HOME PROTECTION:

1. THE FOLLOWING PARTS/COMPONENTS FOR A BUILT-IN MICROWAVE: COUNTERTOP UNITS, DOOR GLASS, CLOCKS, FILTERS, DOOR HANDLE, ROTISSERIES, INTERIOR LININGS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
2. THE FOLLOWING PARTS/COMPONENTS FOR A DISHWASHER: BASKETS, FILTER, HARD WATER DEPOSITS, IRON DEPOSITS, ROLLERS, RACKS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
3. THE FOLLOWING PARTS/COMPONENTS FOR A GARBAGE DISPOSAL: PROBLEMS AND/OR JAMS CAUSED BY BONES AND FOREIGN OBJECTS OTHER THAN FOOD.
4. THE FOLLOWING PARTS/COMPONENTS FOR A KITCHEN REFRIGERATOR: DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, FILTERS, DOOR HANDLE, FOOD SPOILAGE, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
5. THE FOLLOWING PARTS/COMPONENTS FOR AN ICE MAKER: SPRINGS, HINGES, LINERS, BASKETS, RACKS, ROLLERS, HANDLES, SHELVES, ETC.
6. THE FOLLOWING PARTS/COMPONENTS FOR A RANGE/OVEN/COOKTOP: CLOCKS, MEAT PROBE ASSEMBLIES, ROTISSERIES, RACKS, HANDLES, KNOBS, SENSİ-TEMP BURNERS, ORIFICES, BURNER CAPS, BURNERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE TO AN OVEN DOOR OR GLASS/CERAMIC COOKTOP, ETC.
7. THE FOLLOWING PARTS/COMPONENTS FOR A KITCHEN EXHAUST FAN: ROOFTOP EXHAUST UNITS, FILTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
8. THE FOLLOWING PARTS/COMPONENTS FOR A TRASH COMPACTOR: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS.
9. THE FOLLOWING PARTS/COMPONENTS FOR A CLOTHES WASHING MACHINE: REMOVABLE MINI- TUBS OR BUCKETS, WIGWAG, BOOT SEAL, SOAP DISPENSERS, FILTER SCREENS, KNOBS AND DIALS, DAMAGE TO CLOTHING, WATER FLOW RESTRICTIONS DUE TO MINERAL DEPOSITS, DRAWERS, COSMETIC ISSUES, ETC.
10. THE FOLLOWING PARTS/COMPONENTS FOR A CLOTHES DRYER: VENTING, KNOBS AND DIALS, SEALS, DAMAGE TO CLOTHING, LINT SCREENS, DRYER CABINET FRAGRANCE/HUMIDITY CENTER, COSMETIC ISSUES, ETC.
11. THE FOLLOWING PARTS/COMPONENTS FOR A GARAGE DOOR OPENER: CABLES, SPRINGS, HANDLES, WHEELS, WHEEL TRACK, TRACK ASSEMBLY, DOORS, HINGES, REMOTE TRANSMITTERS, FREQUENCY INTERFERENCE, LIGHTS, EXTERIOR MOUNTED KEYPADS, ETC.
12. THE FOLLOWING PARTS/COMPONENTS FOR A DOORBELL SYSTEM: ANY AUDIO/VIDEO SURVEILLANCE SYSTEMS, INTERCOM SYSTEMS, COMPUTER/MONITORS WORKING IN

- CONJUNCTION WITH THE DOORBELL SYSTEM, ETC.
13. THE FOLLOWING PARTS/COMPONENTS FOR CEILING FANS: REMOTE TRANSMITTER UNITS, LIGHT FIXTURES ON CEILING FANS, REMOVABLE ATTACHMENTS, WALL FANS, ETC.
 14. THE FOLLOWING PARTS/COMPONENTS FOR COOLING/HEATING SYSTEMS: GAS AIR CONDITIONING SYSTEMS, WI-FI THERMOSTATS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS, REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS, CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, HUMIDIFIERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT LINE SETS, REFRIGERANT RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, UNIT ACCESSORIES, IMPROPERLY SIZED COOLING SYSTEMS, WALL UNITS NOT DUCTED (WHEN DESIGNED TO BE DUCTED BY THE ORIGINAL MANUFACTURER), SOLAR HEATING SYSTEMS, FIREPLACES, CHIMNEYS, HEAT LAMPS, FUEL STORAGE TANKS, LINERS, FILTERS, IMPROPERLY SIZED HEATING SYSTEMS, EXPANSION TANKS, FREE-STANDING OR PORTABLE HEAT UNITS, ETC. ALL COMPONENTS AND PARTS RELATING TO GEOTHERMAL, WATER SOURCE HEAT PUMPS, AND PELLET STOVES ARE ALSO EXCLUDED.
 15. THE FOLLOWING PARTS/COMPONENTS FOR DUCTWORK: INSULATION, ASBESTOS COVERED DUCTWORK, REGISTERS, GRILLS, DAMPERS, IMPROPERLY SIZED DUCTWORK; DIAGNOSTIC TESTING OF OR LOCATING LEAKS TO DUCTWORK, INCLUDING AS REQUIRED BY ANY LAW, REGULATION, ORDINANCE OR CODE OR WHEN REQUIRED DUE TO THE INSTALLATION OR REPLACEMENT OF SYSTEM EQUIPMENT; DUCTWORK OUTSIDE THE PERIMETER OF THE COVERED RESIDENCE OR CRAWL SPACE, COLLAPSED OR CRUSHED DUCTWORK, DUCTWORK DAMAGED BY MOISTURE OR RODENTS/ANIMALS/INSECTS ETC. WE WILL ONLY REPAIR UNOBSTRUCTED AND ACCESSIBLE DUCTWORK. OBSTRUCTIONS INCLUDE, WITHOUT LIMITATION, WALLS, FLOORS, CEILINGS, BUILT-IN APPLIANCES, SYSTEMS, CABINETS, ETC.
 16. THE FOLLOWING PARTS/COMPONENTS FOR AN INTERIOR ELECTRICAL SYSTEM: FIXTURES, ATTIC OR WHOLE HOUSE EXHAUST FANS, DOOR BELLS, INTERCOM SYSTEMS, ALARM SYSTEMS, CENTRAL VACUUM SYSTEMS, AUDIO/VIDEO/COMPUTER WIRING OR CABLE, DIRECT CURRENT (DC) WIRING AND SYSTEMS, EXTERIOR WIRING AND COMPONENTS, TELEPHONE WIRING, INADEQUATE WIRING CAPACITY, POWER FAILURE/SHORTAGE OR SURGE, LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND RELAYS), LOAD CONTROL DEVICES, ELECTRICAL GENERATION SYSTEMS, SOLAR ELECTRICAL SYSTEMS, TIMERS, TOUCH PAD ASSEMBLIES, REMOTE CONTROLS, FAILURE CAUSED BY CIRCUIT OVERLOAD, ETC.
 17. THE FOLLOWING PARTS/COMPONENTS FOR A PLUMBING SYSTEM: FIXTURES OR STOPPAGES, ALL PIPING AND PLUMBING OUTSIDE OF THE PERIMETER OF THE FOUNDATION OR BELOW THE FOUNDATION OF THE COVERED RESIDENCE, 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, WATER SUPPLY LINES TO THE REFRIGERATOR, SEWAGE BACKUP, ETC. WE ARE NOT RESPONSIBLE FOR ANY REPAIR WORK WHICH MUST BE EXECUTED TO ACCESS INTERIOR LINES OR PIPES. IF YOU SELECTED THE PREMIUM PLAN, SOME OF THESE EXCLUSIONS MAY NOT APPLY. PLEASE REFER TO COVERAGE 6 IN THE PREMIUM HOME PROTECTION COVERAGE LEVEL SECTION ABOVE.
 18. THE FOLLOWING PARTS/COMPONENTS FOR A WATER HEATER: 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, T&P DISCHARGE LINES, ETC.
 19. THE FOLLOWING PARTS/COMPONENTS FOR AN ATTIC FAN: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS, INCLUDING, BUT NOT LIMITED TO BELTS, SHUTTERS, FILTERS.
 20. THE FOLLOWING PARTS/COMPONENTS FOR A HOT WATER DISPENSER: LEAKS AND/OR BREAKS OF ANY KIND, RUST, MOLD, CORROSION, ETC.
 21. THE FOLLOWING PARTS/COMPONENTS FOR A FREE-STANDING FREEZER: 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, ETC.
 22. THE FOLLOWING PARTS/COMPONENTS FOR A SECONDARY REFRIGERATOR: DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, IFILTERS, DOOR HANDLE, FOOD SPOILAGE, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
 23. THE FOLLOWING PARTS/COMPONENTS FOR A WINE COOLER: KITCHEN REFRIGERATOR, INSULATION, RACKS, SHELVES, LIGHTS, BEVERAGE DISPENSERS AND RESPECTIVE EQUIPMENT, DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, FILTERS, DOOR HANDLE, FOOD/BEVERAGE SPOILAGE AND REFRIGERANT CAPTURE, RECLAIM AND DISPOSAL, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
 24. THE FOLLOWING PARTS/COMPONENTS FOR A PLUMBING STOPPAGE: ALL OTHER COMPONENTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS,

INCLUDING, BUT NOT LIMITED TO COSTS ASSOCIATED WITH INSTALLING/LOCATING/ ACCESSING CLEANOUTS (NOT FOUND OR INACCESSIBLE), STOPPAGES CAUSED BY A COLLAPSED/DAMAGED/FROZEN/BROKEN DRAIN, VENT, OR SEWER LINE LOCATED INSIDE OR OUTSIDE OF THE COVERED RESIDENCE'S MAIN FOUNDATION, STOPPAGES DUE TO ROOTS OR FOREIGN OBJECTS, LINES BROKEN/INFILTRATED/OTHERWISE STOPPED BY ROOTS (EVEN IF WITHIN THE COVERED RESIDENCE'S MAIN FOUNDATION), ACCESS THROUGH ROOF VENTS, SEPTIC TANKS, SEWER BACKUPS, ETC.

25. THE FOLLOWING PARTS/COMPONENTS FOR A BOILER: 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, ADDITIONAL CIRCULATORS, ETC.
26. THE FOLLOWING PARTS/COMPONENTS FOR A WATER SOFTENER: ALL OTHER COMPONENTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS, INCLUDING, BUT NOT LIMITED TO ANY AND ALL TREATMENT/PURIFICATION/ODOR CONTROL/ IRON FILTRATION COMPONENTS AND SYSTEMS, DISCHARGE DRYWELLS, FAILURE DUE TO EXCESSIVE WATER PRESSURE OR FREEZE DAMAGE, NOISE, FAILURES DUE TO MINERAL AND/OR SEDIMENT, RESIN BED REPLACEMENT, SALT, ETC.
27. THE FOLLOWING PARTS/COMPONENTS FOR A WELL PUMP: 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 WATER SOURCE HEAT PUMPS, ETC.
28. THE FOLLOWING PARTS/COMPONENTS FOR A SEPTIC SYSTEM: LEACH LINES, FIELD LINES, LATERAL LINES, TILE FIELDS AND LEACH BEDS, INSUFFICIENT CAPACITY, CLEAN OUT, PUMPING, SEWAGE BACKUP, ETC.
29. THE FOLLOWING PARTS/COMPONENTS FOR A CENTRAL VACUUM SYSTEM: DUCTWORK, HOSES, BLOCKAGES, AND/OR ACCESSORIES.
30. THE FOLLOWING PARTS/COMPONENTS FOR A PROGRAMMABLE THERMOSTAT: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS.
31. THE FOLLOWING PARTS/COMPONENTS FOR A SWIMMING POOL/SPA/SAUNA/HOT TUB: PORTABLE OR ABOVE GROUND POOLS/ SPAS, CONTROL PANELS AND ELECTRONIC BOARDS, LIGHTS, LINERS, FILTER, GASKETS, MAINTENANCE, STRUCTURAL DEFECTS, SOLAR EQUIPMENT, JETS, ORNAMENTAL FOUNTAINS, WATERFALLS AND THEIR PUMPING SYSTEMS, POOL COVER AND RELATED EQUIPMENT, FILL LINE AND FILL VALVE, BUILT-IN OR DETACHABLE CLEANING EQUIPMENT SUCH AS – BUT NOT LIMITED TO – POOL SWEEPS AND POP UP HEADS, TURBO VALVES, SKIMMERS, CHLORINATORS, AND IONIZERS, FUEL STORAGE TANKS, DISPOSABLE FILTRATION MEDIUMS, CRACKED OR CORRODED CASINGS, GRIDS, CARTRIDGES, HEAT PUMP, SALT WATER SYSTEMS, ETC.
32. THE FOLLOWING PARTS/COMPONENTS FOR ADDITIONAL COOLING SYSTEMS: GAS AIR CONDITIONING SYSTEMS, WI-FI THERMOSTATS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS, REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS, CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, HUMIDIFIERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT LINE SETS, REFRIGERANT RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, UNIT ACCESSORIES, IMPROPERLY SIZED COOLING SYSTEMS, WALL UNITS NOT DUCTED (WHEN DESIGNED TO BE DUCTED BY THE ORIGINAL MANUFACTURER), ETC.

IX. HOW TO MAKE A CLAIM:

In the event You need a repair/replacement, You may contact the Administrator for the appropriate, authorized service center. You should notify the Administrator as soon as the problem is discovered. Call the toll-free number at (888) 565-7452 or go online to <https://onpoint.help/swg>. All repairs must be authorized by the Administrator BEFORE ANY WORK IS COMMENCED. Claims for unauthorized repairs may be denied. You may be asked to provide a credit card number, prior to service being performed. If You refuse service on a Covered Product, You will be responsible for the servicer's applicable charges. Please provide this Contract or Contract number, when required and possible.

A. ELECTRONICS:

SERVICE OPTIONS (based on availability):

1. Carry-In: Where available, Covered Products may be hand-delivered and picked-up by You at an authorized service center, during normal business hours.
2. Shipping: We will send a pre-paid shipping label for You to ship Your Covered Product(s) that have experienced a Breakdown. You are responsible for providing appropriate packaging for shipping. Your Covered Product(s) must be properly protected with bubble wrap and/or other protective materials. We are not responsible for and have no liability for any product damaged during shipping. Your repaired product(s) will be shipped back to You at no charge.

3. In-Home: A Service Provider will schedule an appointment at Your Covered Residence to repair the Covered Product(s). If the Covered Product(s) cannot be repaired at Your Covered Residence for any reason or has to be replaced, the service technician may opt to remove the Covered Product(s) from Your Covered Residence. If this happens, the repaired product(s) will be shipped back to You at no charge.

Within 45 days of the completed Covered Repair, You must provide the Administrator with any required documents by mailing them to: OnPoint Warranty Solutions, LLC, Administrative Center, 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, (877) 679-4498.

Preauthorization is granted based on the information You provide. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by the Administrator is the maximum amount that will be paid for repairs/replacements covered under this Contract. Any additional amounts must receive prior authorization from the Administrator, **BEFORE ANY WORK IS COMMENCED**.

In the event You need a repair/replacement **OUTSIDE OUR NORMAL BUSINESS HOURS**, You may either elect to wait for authorization or proceed with the repair/replacement. If You proceed with the repair/replacement without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service Costs, if it is determined that the issue was not a Covered Repair under this Contract. All claim documentation must be received within 45 days of a completed Covered Repair to be eligible for payment.

B. HOME PROTECTION:

Upon Your request for service, We will contact an authorized Service Provider within 2 days **DURING NORMAL BUSINESS HOURS** and 4 days on weekends and/or holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment. The Administrator will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should insist that a Service Provider performs any non-emergency service/repair/replacement outside of normal business hours, You will be solely responsible for payment of any additional fees and/or overtime charges. The Administrator has the sole and absolute right to select the Service Provider. You will be responsible for a Service Fee, for any Service Provider that is dispatched.

Within 45 days of the completed Covered Repair, You must provide the Administrator with any required documents by mailing them to: OnPoint Warranty Solutions, LLC, Administrative Center, 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, (877) 679-4498.

Preauthorization is granted based on the information You provide. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by the Administrator is the maximum amount that will be paid for repairs/replacements covered under this Contract. Any additional amounts must receive prior authorization from the Administrator **BEFORE ANY WORK IS COMMENCED**.

EMERGENCY REPAIR: In the event of an Emergency Repair **OUTSIDE NORMAL BUSINESS HOURS**, You may either elect to wait for authorization or proceed with the repair. Emergency Repair involves loss of heating, cooling, plumbing, a substantial loss of electrical service, or any other covered condition, which renders a dwelling uninhabitable temporarily. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling 844-584-1008 or emailing EmergencyRepairs@onpointwarranty.com. Appliance failure is NOT considered an emergency. If You proceed with the Emergency Repair without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service Costs, if it is determined that the issue was not a Covered Repair under this Contract. All claim documentation must be received within 45 days of a completed Covered Repair to be eligible for payment.

X. CANCELLATION:

- A. **CANCELLATION BY YOU:** You may cancel this Contract at any time. To cancel, You must submit a written request to the Seller or the Administrator. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date,

We will refund the unearned **Contract** Purchase Price to **You**, less a \$50 administrative fee and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

B. CANCELLATION BY US: We may cancel this **Contract** during the first 30 days of the **Purchase Date** for any reason. After 30 days of the **Purchase Date** We may cancel this **Contract** based on one or more of the following reasons:

1. non-payment of the **Contract** Purchase Price;
2. a material misrepresentation made by **You**; or
3. a substantial breach of duties by **You** relating to a **Covered Product** or its use.

If We cancel this **Contract** within 30 days of the **Purchase Date**, We will refund **You** 100% of the **Contract** Purchase Price. If We cancel after 30 days of the **Purchase Date**, We will refund the unearned **Contract** Purchase Price to **You** less a \$50 administrative fee, and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

C. LIENHOLDER RIGHTS: If a Lienholder is listed on the **Registration Page**, then the Lienholder will be named on the refund check. If this **Contract** has been financed, the Lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment and has the right to receive any portion of the refund amount. This right of cancellation does not confer ownership of this **Contract** to the Lienholder or otherwise entitle the Lienholder to performance under this **Contract**.

XI. TRANSFER:

This **Contract** is non-transferable.

XII. OBLIGATIONS:

Obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988.

If the **Obligor** fails to pay an authorized claim within 60 days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Contract**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

XIII. LIMITATION OF LIABILITY:

This **Contract** does NOT cover correcting or upgrading any part, system, product, or electronic equipment in order to comply with any federal, state or local laws, regulations, ordinances, utility regulations, etc., or to meet any changes in efficiency requirements and/or building or zoning code requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation, or ordinance. We are NOT responsible for service, when permits cannot be obtained, nor will We pay any Costs relating to permits.

THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY, SELLER OR MANUFACTURER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS CONTRACT OR ANY COVERED PRODUCT.

XIV. STATE AMENDMENTS:

These special state disclosures apply, if Your **Contract** was delivered in one of the following states. **STATE LAW:** If any disclosure in this **Contract** conflicts with the laws of the state in which it was issued, the disclosure is hereby amended to conform to the state law. The remaining disclosures in this **Contract** will remain in full force. **ALABAMA:** The **CANCELLATION** section is amended by adding the following:

If We do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

ARIZONA: The Exclusions section is amended by deleting items 3. and 12. and replacing it with the following:

3. ANY PRE-EXISTING CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT, UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY THE RETAILER, ITS ASSIGNEES, SUBCONTRACTORS, AND/OR REPRESENTATIVES AT THE TIME OF SALE.
12. ANY REPAIR THAT IS NEEDED, BUT IS CAUSED BY ACCIDENTAL DAMAGE THAT DOES NOT RESULT IN MECHANICAL OR ELECTRICAL FAILURE, IMPROPER INSTALLATION OR SETUP, ACTS OF FRAUD, THEFT, LOSS, MISUSE, ABUSE, NEGLIGENCE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A SERVICE PROVIDER TO PERFORM PROPER REPAIRS), IMPROPER/UNAUTHORIZED REPAIRS, THE LACK OF PROPER MAINTENANCE, AND/OR USES/ALTERATIONS/MODIFICATIONS TO THE COVERED PRODUCT(S) NOT AUTHORIZED BY ITS MANUFACTURER, WHILE OWNED BY YOU.

CANCELLATION section item 1. is amended by adding the following:

If We cancel this **Contract** within 30 days of the **Purchase Date**, We will refund **You** 100% of the **Contract** Purchase Price. If We cancel after 30 days of the **Purchase Date**, We will refund the unearned **Contract** Purchase Price to **You**

less a \$50 administrative fee, or 10% of the purchase price of this **Contract**, whichever is less. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

If **Your** written notice of cancellation is received prior to the expiration of the **Term**, **We** will not deduct the **Cost** of any claims that have been paid or repairs that have been made.

The **OBLIGATIONS** section is deleted and replaced with the following:

Obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within 30 days after proof of loss has been filed, **You** may file a direct claim with Universal Underwriters Insurance Company.

ARKANSAS: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

CALIFORNIA: The **DEFINITIONS** section is updated as follows:

4. "**WE**", "**US**", "**OUR**" and "**OBLIGOR**": unless stated otherwise, the company obligated under this **Contract** is Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

The **OBLIGATIONS** Section is deleted.

CANCELLATION section items 1. And 2. are deleted and replaced with the following:

A. CANCELLATION BY YOU: **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract**, **We** will refund **Your** entire **Contract** Purchase Price. If **You** cancel this **Contract** after the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract**, **We** will refund the unearned **Contract** Purchase Price to **You**, less an administrative fee of no more than 10% of the **Contract** Purchase Price or \$20 whichever is less and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

B. CANCELLATION BY US: **We** may cancel this **Contract** during the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract** for any reason. After the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract**, **We** may cancel this **Contract** based on one or more of the following reasons:

1. non-payment of the **Contract** Purchase Price;
2. a material misrepresentation made by **You**; or
3. a substantial breach of duties by **You** relating to a **Covered Product** or its use.

If **We** cancel this **Contract** within the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract**, **We** will refund **You** 100% of the **Contract** Purchase Price. If **We** cancel after the first 30 days for electronics and appliances and 60 days for all other items of the date of receipt of this **Contract**, **We** will refund the unearned **Contract** Purchase Price to **You**, less an administrative fee of no more than 10% of the **Contract** Purchase Price or \$20 whichever is less and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

COLORADO:

The following provision is added to this **Contract**:

You may replace a gas-fueled appliance with a similar device of **Your** choosing that operates on electricity rather than gas. **You** are required to pay any additional cost to replace a gas-fueled appliance with an appliance that has a cost that exceeds the cost of replacing the gas-fueled appliance with another gas-fueled appliance under this **Contract**. Any additional cost to **You** for the replacement electric appliance, excluding any installation or other associated costs, will not exceed the retail cost of the replacement electric appliance minus the retail cost of a replacement gas-fueled appliance. Actions under this **Contract** 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: The following provision is added to this **Contract**:

If **You** purchased this **Contract** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Contract**. **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 **Contract**. If the **Covered Product** is in **Our** custody and this **Contract** expires, this **Contract** is automatically extended until the repairs are completed.

The **OBLIGATIONS** section is amended by adding the following:

You may file a claim with Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988, if **We** fail to perform according to the terms of this **Contract**.

FLORIDA: The **DEFINITIONS** section is updated as follows:

4. "**WE**", "**US**", "**OUR**" and "**OBLIGOR**": unless stated otherwise, the company obligated under this **Contract** is Zurich Protection Solutions, 1299 Zurich Way, Schaumburg, IL 60196, (800) 515-5988.

The **OBLIGATIONS** Section is deleted

The following disclosures are added to this **Contract**:

The rate charged to You for this Contract is NOT subject to regulation by the Florida Office of Insurance Regulation.

This Contract may not provide listing period coverage free of charge.

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

This **Contract** will be provided to **You** electronically, unless **You** request paper copy.

CANCELLATION section items 1. and 2. are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 10 days of the **Purchase Date**, **We** will refund **Your** entire **Contract** Purchase Price, less an administrative fee of 5% of the **Contract** Purchase Price, not to exceed \$50, and less any paid or pending claims. If **You** cancel after the first 10 days of the **Purchase Date**, any unearned premium will be refunded on a short rate (90% of pro-rata) basis, less any paid or pending claims and/or the **Cost of Covered Repairs** made on behalf of the **Contract** holder.
2. **CANCELLATION BY US:** **We** may cancel this **Contract** based on one or more of the following reasons: (a) non-payment of the **Contract** Purchase Price; (b) a material misrepresentation made by **You**; or (c) fraud by **You** relating to the **Covered Product** or its use. If **We** cancel this **Contract**, **We** will refund 100% of the unearned premium, less any paid or pending claims and/or the **Cost of Covered Repairs** made on behalf of the **Contract** holder.

The Transfer section is deleted and replaced with the following:

This **Contract** may be assigned, if **You** sell/transfer the **Covered Residence** and this **Contract** to a subsequent purchaser. **You** must notify **Us** within a minimum of 15 days from the date the **Covered Residence** and this **Contract** is sold or transferred. **You** will be assessed an assignment fee of \$40, in order to facilitate the transfer. **Contract** assignments include, but are not limited to, the assignment from a home builder who purchased this **Contract** to a subsequent home purchaser.

GEORGIA: The following disclosure is added to this **Contract**:

This **Contract** excludes coverage for incidental/consequential damages and **pre-existing conditions** ONLY to the extent that such damages/ conditions are known to **You** or reasonably should have been known to **You**.

This is not a **Contract** of insurance.

EXCLUSIONS item A. 11. Is deleted and replaced with the following:

11. **ANY REPAIR THAT IS NEEDED, BUT IS CAUSED BY ACCIDENTAL DAMAGE THAT DOES NOT RESULT IN MECHANICAL OR ELECTRICAL FAILURE, IMPROPER INSTALLATION OR SETUP, MISSING PARTS, ANIMAL/PET/PEST DAMAGE, POWER SURGE/FAILURE, STRUCTURAL/ PROPERTY DAMAGE, ACTS OF FRAUD, THEFT, LOSS, MISUSE, ABUSE, NEGLIGENCE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A SERVICE PROVIDER TO PERFORM PROPER REPAIRS), IMPROPER/UNAUTHORIZED REPAIRS, THE LACK OF PROPER MAINTENANCE, AND/OR USES/ALTERATIONS/MODIFICATIONS, MADE BY YOU OR WITH YOUR KNOWLEDGE, TO THE COVERED PRODUCT(S) NOT AUTHORIZED BY ITS MANUFACTURER.**

CANCELLATION section items 1. and 2. are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days of the **Purchase Date**, **We** will refund **Your** entire **Contract** Purchase Price, less any claims paid. If **You** cancel **Your Contract** after the first 30 days, **We** will refund the unearned **Contract** Purchase Price to **You**, less any claims paid and less an administrative fee of 10% of the unearned **Contract** Purchase Price, or \$50, whichever is less. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis, determined by the months remaining in the paid for **Term**. If **We** do not provide **Your** refund within 45 days of the **Effective Date** of cancellation a penalty in the amount of 10% of the unearned **Contract** Purchase Price will be added to **Your** refund for each month the refund remains unpaid.
2. **CANCELLATION BY US:** **We** may cancel this **Contract** based on one or more of the following reasons: (a) non-payment of the **Contract** Purchase Price; (b) a material misrepresentation made by **You**; or (c) fraud by **You** relating to the **Covered Product** or its use. If **We** cancel this **Contract** for any reason, **We** will mail written notice of cancellation to **You** at **Your** last known address at least 30 days prior to the **Effective Date** of cancellation. If **We** cancel this **Contract**, **We** will provide any refund due on or before the **Effective Date** of cancellation. All cancellations shall be in accordance with O.C.G.A. § 33-7-6.

HAWAII: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

IOWA: The following disclosure is added to this **Contract**:

You may contact the Iowa Commissioner of Insurance at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

The **CANCELLATION** section is amended by adding the following:

If **We** cancel this **Contract**, **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 **Contract** 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 **Contract** is cancelled for any reason other than nonpayment of the **Contract** 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 the total purchase price and less any claims paid. If **We** do not provide **Your** applicable refund within 30 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

The **OBLIGATIONS** section is amended by adding the following:

Obligations of the service company under this **Contract** are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed

with the service company, **You** are entitled to make a claim directly against the reimbursement insurance policy.

MAINE: CANCELLATION section items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this **Contract** in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If **We** cancel this **Contract**, **We** will mail written notice to **You** at least 15 day prior to the **Effective Date** of cancellation stating the date and reason for cancellation.

MARYLAND: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

MASSACHUSETTS: CANCELLATION section items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this **Contract** in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If **We** cancel this **Contract** for any reason listed, **We** will mail written notice to **You** at least 5 days prior to the **Effective Date** of cancellation stating the date and reason for cancellation. If **We** cancel this **Contract** for any other reason, **We** will mail written notice to **You** at least 15 days prior to the **Effective Date** of cancellation stating the date and reason for cancellation.

MICHIGAN: If service under this **Contract** is interrupted due to a strike or work stoppage at **Our** place of business, the **Term** of this **Contract** shall be extended for the period of the strike or work stoppage.

MINNESOTA: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

MISSISSIPPI: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

MISSOURI: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

The **OBLIGATIONS** section is deleted and replaced with the following:

Obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within 60 days after proof of loss has been filed, **You** may file a direct claim with Universal Underwriters Insurance Company.

NEVADA: The following disclosures are added to this **Contract**:

If **You** are not satisfied with the manner **We** handle a claim, **You** may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

This **Contract** may be renewed only at **Our** option.

In emergency situations that defects immediately endanger the health and safety of **You**, and the **Administrator** determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **Administrator** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment by **You** to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter.

DEFINITIONS section item **B. 10.** is deleted and replaced with the following:

10. **"MANDATORY WAITING PERIOD": A 30-Day Mandatory Waiting Period From The Purchase Date Applies To All Coverages, Regardless Of Which Coverage Level You Choose. The Mandatory Waiting Period Will Be Added Onto The End Of The Contract Term.**

CANCELLATION section items **A.** and **B.** are deleted and replaced with the following:

- A. **CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days of the **Purchase Date**, **We** will refund **Your** entire **Contract** Purchase Price. If **You** cancel this **Contract** after the first 30 days of the **Purchase Date**, **We** will refund the unearned **Contract** Purchase Price to **You**, less a \$25 cancellation fee and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.
- B. **CANCELLATION BY US:** **We** may cancel this **Contract** for any reason within the first 30 days of the **Purchase Date**. After this **Contract** has been in effect for at least 30 days, **We** may only cancel this **Contract** on one of the following grounds, and **We** will not charge a cancellation fee: (a) **You** engage in fraud or material misrepresentation in obtaining this **Contract** or in filing a claim for service under this **Contract**; (b) **You** commit any act, omission, or violation of any terms of this **Contract**, after the **Purchase Date** of this **Contract** which substantially and materially increases the service required under this **Contract**; (c) any material change in the nature or extent of the required service or repair, including

unauthorized service or repair, which occurs after the **Purchase Date** of this **Contract** and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was purchased or last renewed. If **We** cancel this **Contract**, **We** will refund the unearned **Contract** Purchase Price to **You**. **We** will mail **You** a written notice of cancellation at least 15 days prior to the **Effective Date** of cancellation. If **We** do not provide **Your** applicable refund within 30 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

NEW HAMPSHIRE: The **CANCELLATION** section is amended as follows:

- A. CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days of the **Purchase Date**, **We** will refund **Your** entire **Contract** Purchase Price. If **You** cancel this **Contract** after the first 30 days of the **Purchase Date**, **We** will refund the unearned **Contract** Purchase Price to **You**, less a \$50 administrative fee or ten percent (10%) of the purchase price, whichever is less. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.
- B. CANCELLATION BY US:** **We** may cancel this **Contract** during the first 30 days of the **Purchase Date** for any reason. After 30 days of the **Purchase Date** **We** may cancel this **Contract** based on one or more of the following reasons:
 1. non-payment of the **Contract** Purchase Price;
 2. a material misrepresentation made by **You**; or
 3. a substantial breach of duties by **You** relating to a **Covered Product** or its use.

If **We** cancel this **Contract** within 30 days of the **Purchase Date**, **We** will refund **You** 100% of the **Contract** Purchase Price. If **We** cancel after 30 days of the **Purchase Date**, **We** will refund the unearned **Contract** Purchase Price to **You** less a \$50 administrative fee or ten percent (10%) of the purchase price whichever is less. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

The following disclosure is added to this **Contract**:

In the event that **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

NEW JERSEY: The following provision is added to this **Contract**:

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

The **CANCELLATION** section is amended by adding 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 **Contract**.

NEW MEXICO: **CANCELLATION** section item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this **Contract** in the first 30 days and receive a full refund only applies to the original purchaser and is nontransferable. If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

CANCELLATION section item 2. is deleted and replaced with the following:

2. **CANCELLATION BY US:** After this **Contract** has been in effect for a period of 70 days, **We** may not cancel before the expiration of the **Term** or 1 year, whichever occurs first, unless one of the following grounds occurs, and **We** will not charge a cancellation fee: (a) failure by **You** to pay the **Contract** Purchase Price; (b) **Your** conviction of a crime which results in an increase in the service required under this **Contract**; (c) fraud or material misrepresentation by **You** in presenting a Claim; (d) **Your** act or omission or violation of any condition of this **Contract** which occurred after the **Purchase Date** of this **Contract** and substantially and materially increases the service required under this **Contract**; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was sold. If **We** cancel this **Contract**, **We** will mail **You** a written notice of cancellation at least 15 days prior to the **Effective Date** of cancellation.

NEW YORK: The **DEFINITIONS** section is updated as follows:

4. "**WE**", "**US**", "**OUR**" and "**OBLIGOR**": unless stated otherwise, the company obligated under this **Contract** is Universal Underwriters Service Corporation, d/b/a: UUSC Service Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 30 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

The **OBLIGATIONS** section is deleted and replaced with the following:

Obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within 60 days after proof of loss has been filed, **You** may file a direct claim with Universal Underwriters Insurance Corporation.

NORTH CAROLINA: The following disclosures are added to this **Contract**:

The purchase of this **Contract** is not required either to purchase or to obtain financing for any product. **We** may non-renew but may only cancel this **Contract** prior to the expiration of the **Term** for non-payment by **You** or for violation of any of the terms and conditions of this **Contract**.

The **DEFINITIONS** section is amended by deleting the definitions of **ACCIDENTAL DAMAGE FROM HANDLING (ADH)** and **Breakdown** and replacing them with the following:

ACCIDENTAL DAMAGE FROM HANDLING (ADH): Damage to a **Covered Product** that is caused by accidentally dropping and/or mishandling it. **ADH ONLY** includes operational, mechanical, and/or electrical failure resulting from this

damage. **ADH** does NOT include damage stemming from theft, mysterious disappearance, misplacement, reckless/abusive/willful/intentional conduct associated with handling/using the **Covered Product**, cosmetic damage and/or other damage that does not affect its functionality, damage caused during shipment between **You** and **Our Service Providers**, or any other limitations listed in the Exclusions section of this **Contract**. For the purposes of this **Contract**, accidental damage is defined as a single, unexpected, sudden, and unintentional event and does not include accumulated damage from continual/multiple events. The use of this coverage requires an explanation of where and when the accident occurred, as well as a detailed description of the actual event.

BREAKDOWN: The mechanical or electrical failure of any original or like replacement part/component to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, the direct result of a power surge, normal **Wear and Tear**, or **ACCIDENTAL DAMAGE FROM HANDLING (ADH)**, providing it has been properly maintained, as recommended by the manufacturer in the Owner's Manual. **Breakdown does NOT include the gradual reduction in operating performance caused by Wear and Tear, where a failure has not occurred.**

OKLAHOMA: The following disclosures are added to this **Contract**:

This is not an insurance **Contract**. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

The **DEFINITIONS** Section item 4. **"WE", "US", "OUR" and "OBLIGOR"** is amended to include Oklahoma license number is 520826700.

CANCELLATION section items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** If **You** cancel this **Contract** after day 30 or if a claim has been filed in the first 30 days, any unearned premium will be refunded on a short rate (90% of pro-rata) basis, less any claims that have been paid or less the **Cost** of the repairs made on **Your** behalf.
2. **CANCELLATION BY US:** If **We** cancel this **Contract**, **We** will refund 100% of the unearned premium, less any claims that have been paid or less the **Cost** of the repairs made on **Your** behalf.

OREGON: The **OBLIGATIONS** section is deleted and replaced with the following:

Obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, Tel: (800) 515-5988. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid before the 46th day after proof of loss has been filed, **You** may file a direct claim with Universal Underwriters Insurance Company.

SOUTH CAROLINA: The following disclosure is added to this **Contract**:

In the event of a dispute between **You** and **Us** regarding this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbus, South Carolina 29201 or 1- 800-768-3467.

The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

TEXAS: The following disclosure is added to this **Contract**:

If **You** purchased this **Contract** in Texas, unresolved complaints concerning **Us**, questions concerning **Us**, or questions concerning **Our** registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day, after the date on which the **Contract** is returned to **Us**. 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 **Contract**. 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. NOTICE: We will initiate the performance of services not later than forty-eight (48) hours after You request Service(s).**

UTAH: The following disclosure is added to this **Contract**:

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

The **Registration Page** is amended by adding the following:

If **We** do not provide, reimburse, or pay for a service on any claim under this **Contract** within 60 days after **You** provide proof of loss, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with Universal Underwriters Insurance Company for reimbursement, payment, or provision of the service.

The **HOW TO MAKE A CLAIM** section is amended by adding the following:

In the event service is required **OUTSIDE OUR NORMAL BUSINESS HOURS**, **You** may either elect to wait for authorization or proceed with repairs. If **You** proceed with repairs without **Our** prior authorization, **You** will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this **Contract**. In order to be eligible for reimbursement,

1) the damaged part(s) and/or product(s) must be retained for inspection upon **Our** request, and 2) **You** must contact **Us** within 2–3 business days. If **You** are not able to contact **Us** within this timeframe, it may impact reimbursement consideration. **You** will be responsible for repair **Costs**, if it is determined that the service performed was not a **Covered Repair** under this **Contract**. All claim documentation must be received within 30 days of a completed **Covered Repair** to be eligible for payment. Failure to give any notice or file any proof of loss required by the **Contract** within the time specified in the **Contract** does not invalidate a claim made by **You**, if **You** show that it was not reasonably possible to give notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

CANCELLATION section item 2. is deleted and replaced with the following:

This **Contract** may be cancelled by **Us** prior to the expiration of the **Term** for: (i) material misrepresentation or substantial breaches of **Contractual** duties, conditions, or warranties, by notifying **You** in writing at least 30 days prior to the **Effective Date** of cancellation; or (ii) for non-payment of premium by notifying **You** in writing at least 10 days prior to the **Effective Date** of cancellation. Such cancellation notifications shall state the **Effective Date** and reason for cancellation. If **You** fail to make any payment or charge due under this **Contract**, **We** may cancel **Your** coverage by notifying **You** in writing at least 10 days prior to the **Effective Date** of cancellation. Failure to notify **You** within the prescribed time will not invalidate the claim, if **You** can show that notification was not reasonably possible.

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 this **Contract** to **Us** for reimbursement. All coverage and exclusions in this **Contract** will apply.

VIRGINIA: The following disclosure is added to this **Contract**:

If any promise made in the **Contract** has been denied or has not been honored within 60 days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-Contract-providers.shtml.

WASHINGTON: The following disclosures are added to this **Contract**:

If **We** fail to act on **Your** claim, **You** may contact the Universal Underwriters Insurance Company directly at (800) 515- 5988. **You** are not required to wait 60 days, before filing a claim directly with Universal Underwriters Insurance Company.

The commissioner is the **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this **Contract**.

This **Contract** will not provide coverage for: Any **pre-existing conditions** or for any damage occurring before Coverage takes effect or prior to the **Purchase Date**, or if the information provided by **You** or the **Service Provider** cannot be verified as accurate or is found to be deceptively inaccurate.

By initialing below, **You** acknowledge that **You** have reviewed all product coverage subsections of this **Contract** which disclose the **Term** of this **Contract**, What **Your Contract** Covers, **Your** Responsibilities, Limits of Liability, Exclusions, Cancellation, and Transfer conditions.

Customer Initials

CANCELLATION section item 1. is deleted and replaced with the following:

1. **CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days from the original **Purchase Date**, **You** will receive a 100% refund of the **Contract** Purchase Price, unless **You** initiated/filed a mechanical claim. If **You** cancel after day 30, or if **You** initiated/filed a mechanical claim in the first 30 days, **We** will refund the unearned **Contract** Purchase Price to **You**, less a \$25 administrative fee and less any paid or pending claims. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis and will be determined based on the months remaining for the **Term**. If **We** do not provide **Your** refund within 30 days of the **Effective Date** of cancellation, a 10% penalty will be added to **Your** refund.

CANCELLATION section item 2. is amended by adding the following:

2. **CANCELLATION BY US:** **We** may only cancel this **Contract** within 60 days from the date of sale. If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** Purchase Price, **We** will mail **You** written notice stating the reason for cancellation prior to cancellation and **We** will refund **You** 100% of the **Contract** Purchase Price. If this **Contract** is cancelled for non-payment of the **Contract** Purchase Price, no refund will be due to **You**.

The **OBLIGATIONS** section is deleted and replaced with the following:

Our obligations under this **Contract** are insured under an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. **You** are entitled to apply directly to Universal Underwriters Insurance Company for a refund, payment, or performance due. The policy number for the service **Contract** reimbursement policy issued by Universal Underwriters Insurance Company is 202207CG - WA.

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 this **Contract** to **Us** for reimbursement. All coverage and exclusions in this **Contract** will apply.

WISCONSIN: The following disclosures are added to this **Contract**:

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

In the **Your** Responsibilities section, Subrogation is deleted and replaced with the following:

SUBROGATION: If **You** have rights to recover all or part of any payment **We** have made under this **Contract**, then those rights are transferred to **Us** and **You** must not do anything to impair them. This includes any right **You** may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. **You** will execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, after **You** have been made whole all amounts recovered by **You** for which **You** have received services under this **Contract** will belong to, and be paid to, **Us**, up to the amount of the services paid under this **Contract**.

CANCELLATION section items 1. and 2. are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 30 days of the **Purchase Date**, **We** will refund **Your** entire **Contract** Purchase Price, unless **You** initiated/filed a mechanical claim. If **You**

cancel after day 30, or if **You** initiated/filed a mechanical claim, **You** will receive 100% of the unearned pro-rata refund of the **Contract** Purchase Price. The right to cancel this **Contract** in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

2. CANCELLATION BY US: **We** may cancel this **Contract** based on one or more of the following reasons:

- (a) non-payment;
- (b) a material misrepresentation made by **You**; or
- (c) a substantial breach of duties by **You** relating to a product or its use.

If **We** cancel this **Contract** for any other reason other than non-payment, **You** will receive 100% of the unearned pro-rata refund of the **Contract** Purchase Price, less the amount of any claims paid. If **We** cancel this **Contract** for non-payment, **We** will mail written notice to **You** at least 10 days prior to the **Effective Date** of cancellation stating the date and reason for cancellation. If **We** cancel this **Contract** for any other reason, **We** will mail written notice to **You** at least 30 days prior to the **Effective Date** of cancellation stating the date and reason for cancellation.

WYOMING: The **CANCELLATION** section is amended by adding the following:

If **We** do not provide **Your** applicable refund within 45 days of the **Effective Date** of cancellation, a 10% penalty per month will be added to the amount of the refund.

CANCELLATION section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** **You** may cancel this **Contract** at any time. To cancel, **You** must submit a written request to the **Seller** or the **Administrator**. If **You** cancel this **Contract** within the first 60 days of the **Purchase Date**, and if no claim has been made, **We** will refund **Your** entire **Contract** Purchase Price. The right to cancel this **Contract** in the first 60 days and receive a full refund, less any paid or pending claims, only applies to the original purchaser and is non-transferable. If **We** do not provide **Your** refund within 45 days of the **Effective Date** of cancellation, a 10% per month penalty will be added to **Your** refund. If **You** cancel this **Contract** after the first 60 days of the **Purchase Date**, or if a claim has been made within the first 60 days, **We** will refund the unearned **Contract** Purchase Price to **You**, less a \$50 administrative fee. The unearned **Contract** Purchase Price will be calculated on a pro-rata basis.

CANCELLATION section item 2. is amended by adding the following:

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** Purchase Price, a material misrepresentation made by **You**, or a substantial breach of duties by **You** relating to a **Covered Product** or its use, **We** will mail written notice of cancellation to **Your** last known address at least 10 days before the cancellation date stating the **Effective Date** and reason for cancellation.