

HOME PROTECTION SERVICE PLAN
This Service Plan is not a Contract of Insurance

These Terms and Conditions are a legal agreement that describes **Your Service Plan**. These Terms and Conditions, together with **Your Coverage Summary** and any applicable state-specific amendments constitutes the entire agreement. No other written or oral modifications are valid.

I. DEFINITIONS:

- A.** The following provides definitions regarding the parties to the agreement:
1. **"Administrator"** OnPoint Warranty Solutions, LLC, 1400 Main Street, Suite 132, Clarksville, IN 47129, (877) 679-4498.
 2. **"You"** and **"Your"** refers to the purchaser of this **Service Plan** listed on the **Coverage Summary**.
 3. **"We," "Us," "Our"** and **"Obligor"** unless stated otherwise, the company obligated under this **Service Plan** 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. **"Authorized Repair Technician"** means the service provider **We** assign in response to request for **Service** ("**Service Request**").
 2. **"Breakdown"** means a mechanical or electrical failure of the **Covered Product(s)** under **Your Service Plan** to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
 3. **"Coverage Period"** has the meaning set forth in **Section II. COVERAGE PERIOD** of this **Service Plan**.
 4. **"Covered Product(s)"** means the products listed on the **Coverage Summary** that are located inside the confines of the **Covered Property**, are in proper working order on the **Service Plan Purchase Date** and become inoperative due to a **Breakdown** during the **Coverage Period**.
 5. **"Covered Property"** means the property listed on the **Coverage Summary**.
 6. **"Coverage Summary"** means the description of coverage document attached to this **Service Plan** that lists **Your Covered Product(s)** and the details of **Your Service Plan(s)**.
 7. **"Service Plan Expiration Date"** means the date that the **Coverage Period** of this **Service Plan** terminates and expires, as set forth on **Your Coverage Summary**.
 8. **"Service"** or **"Services"** means the diagnosis and performance of the work, including parts and labor, to repair any **Covered Product** in accordance with the provisions set forth in this **Service Plan**.
 9. **"Service Plan"** (or **"Plan"**) means the agreement between **You** and **Us** shown on the **Coverage Summary** and governed under these terms and conditions.
 10. **"Service Plan Effective Date"** means the date that **You** become eligible for coverage under **Your Service Plan**. The **Service Plan Effective Date** is set forth in **Your Coverage Summary**.
 11. **"Service Plan Price"** means the total price for **Your Service Plan** **You** pay in one payment or in equal monthly payments for the **Coverage Period**.
 12. **"Service Plan Purchase Date"** means the date that **You** purchased **Your Service Plan**. The **Service Plan Purchase Date** is stated on **Your Coverage Summary**.

II. COVERAGE PERIOD:

- A.** The **Coverage Period** for **Your Service Plan** is shown on the **Coverage Summary**. **Your** Coverage shall commence on the **Service Plan Effective Date** and remains in effect until the **Service Plan Expiration Date** listed on the **Coverage Summary**.
- B.** **Coverage Period** upon renewal shall commence upon receipt of the **Service Plan Price** or after the previous **Plan** term expires, whichever is later, and will expire after one year. **You** must call for **Service** prior to the expiration of this agreement. Failure to pay the **Service Plan Price** will result in suspension of coverage until the proper payment is made. Upon receipt of that payment, coverage will be reinstated for the remainder of the **Coverage Period**. **Your** specific **Coverage Period** will be listed on the **Your Coverage Summary** issued upon receipt of payment.
- C.** During the **Coverage Period**, **We** will arrange for an **Authorized Repair Technician** to **Service** or repair **Covered Products**, due to a **Breakdown**. This **Service Plan** provides coverage only for the **Plan** **You** have selected and for those items specifically listed as being covered, as indicated on **Your Coverage Summary**. No other coverage will be provided, and coverage is subject to limitations and conditions specified in this **Service Plan**.
- D.** A 30-day mandatory waiting period from the **Service Plan Purchase Date** applies to all coverages, regardless of the coverages purchased. The mandatory waiting period will be added onto the end of the **Coverage Period**.

III. YOUR RESPONSIBILITIES:

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

IV. TO OBTAIN SERVICE:

To request **Service**, please contact the **Administrator** at 800-477-0839, or go online to customer.serviceavenger.com.

- A. Notice of any **Breakdown** must be given to **Us** immediately upon discovery, prior to the **Service Plan Expiration Date**, and must have occurred during the **Coverage Period**.
- B. The **Service Plan Price** must be paid in full.
- C. All repairs must be authorized by the **Administrator** prior to **Service** being completed. Claims for unauthorized repairs will be denied.
- D. All covered repairs will be serviced by **Authorized Repair Technicians**. If **We** cannot provide an **Authorized Repair Technician** for **You**, **We** may approve the use of a service provider outside of **Our** network, provided they can show sufficient proof of insurance and are fully licensed to perform such **Service**.
- E. After the **Authorized Repair Technician's** diagnosis, if it is determined that coverage under this **Service Plan** does not apply, or no **Breakdown** is discovered, **You** are required to pay the **Service Trade Call Fee**. **You** may then choose to have any necessary repair completed at **Your** expense.

V. SERVICE TRADE CALL FEE:

You are required to pay a \$100 **Service Trade Call Fee** for each trade **Service Request** submitted to the **Administrator**. For example, if **You** need both a plumber and an appliance technician, each will require a separate **Service Trade Call Fee**. The **Service Trade Call Fee** is due once **You** request **Service** and is due at that time regardless of whether, a) the requested **Service** is covered or denied, b) the diagnosis results in a complete or partial exclusion of coverage, c) the **Authorized Repair Technician** is in route to the home and **You** cancel the appointment, d) **You** fail to provide the necessary access to perform the **Service Request**, including not being home at the time of the prearranged appointment. Failure to pay the **Service Trade Call Fee** will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the agreement **Coverage Period**.

VI. SERVICE WORK WARRANTY:

Service work is warranted (without an additional **Service Trade Call Fee**) for 90 days on labor and 90 days on parts. The **Service Work Warranty** only applies to malfunctions that are reported to **Administrator** during the **Coverage Period** of the **Service Plan**.

VII. WHAT THIS SERVICE PLAN COVERS:

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

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

- 1) Located within the confines of the main foundation of the **Covered Property** (with exception of the exterior air conditioner);
- 2) In good working order on the **Service Plan Effective Date**;
- 3) Properly installed and maintained throughout the **Coverage Period**; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential property)

VIII. PRODUCT COVERAGE:

All brands of equipment will be covered under the **Service Plan**, subject to availability of repair parts. Only those items specifically named as **Covered Product(s)** are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit **Our** right to decline coverage for items not specifically mentioned. In all cases requiring repairs or replacements, **We** will attempt to source the most energy efficient models or parts.

- A. **Heating and Cooling:** After 30 days from **Service Plan Purchase Date**, through the remaining **Coverage Period** of this **Service Plan**, **We** will cover the parts and labor costs for access, diagnosis, repair/replacement associated with product **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page. The limits include labor costs for access, diagnosis, and repair/replacement. All covered parts, with the exception of refrigerant (as defined below), that are the responsibility of the manufacturer and costs associated will not be applied to **Your** limit of liability. Please review **Your Coverage Summary**.

- 1. **Central Air Conditioning System** (includes Heat Pumps): (Electric only) **We** will provide coverage up to \$5000. Coverage is available on 2 residential cooling systems not exceeding a five (5) ton capacity, including split systems. **COVERED:** Failures on Condenser, Defrost Heating Element, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$1000 per **Coverage Period**), Refrigerant line sets, Refrigerant

reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED: Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, dirty sock syndrome, zone controls, wall units not ducted when designed to be ducted by the original manufacturer.**

2. **Central Home Heating System** (Gas or Electric or Oil): **We** will provide coverage for 2 heating systems up to \$5000. **COVERED:** Failures on Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Heat Pump, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.**
3. **Ductwork:** **We** will provide coverage up to \$3000. **COVERED:** Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills. Where covered repairs require access to ductwork, **We** will only provide access to, and sealing of ductwork through unobstructed walls, ceiling or floors, and will return access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing, **We** will repair and replace accessible and unobstructed ductwork. **NOT COVERED: Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.**

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

Water Heater (Gas or Electric or Tankless): **We** will provide coverage up to \$5000. **COVERED REPAIRS:** Failures on Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, Sediment Build Up and Electrical Heating Element. **NOT COVERED: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.**

- C. **Appliances:** **We** will provide coverage up to \$5,000. **We** will cover the costs for access, diagnosis, repair/replacement associated with product **Breakdowns** after the manufacturer's warranty has expired. **We** will cover up to the limit of liability listed on the **Coverage Summary** page.

1. **Range/Oven/Cooktop:** **We** will provide coverage up to \$5000. **COVERED:** Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa.**
2. **Refrigerator (with icemaker):** **We** will provide coverage up to \$5000. **COVERED:** Mechanical and Electrical Breakdowns resulting from normal use of the product **NOT COVERED: Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product(s). Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.**
3. **Clothes Washer:** **We** will provide coverage up to \$3000. **COVERED:** Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Removable mini-tubs or buckets, soap dispensers,**

filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

4. **Clothes Dryer:** We will provide coverage up to \$3000. COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.
 5. **Dishwasher:** We will provide coverage up to \$3000. COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher.
 6. **Microwave (built in):** We will provide coverage up to \$3000. COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED:** door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids.
 7. **Garbage Disposal:** We will provide coverage up to \$3000. COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED:** Problems and/or jams caused by bones and foreign objects other than food.
 8. **Kitchen Exhaust Fans/Rangehood:** We will provide coverage up to \$3000. COVERED: All internal related Electrical Parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards. **NOT COVERED:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.
- D. **Major Systems:** We will provide coverage up to \$5,000. We will cover the labor costs for diagnosis, repair/replacement associated with system Breakdowns. We will cover up to the limit of liability listed on the Coverage Summary page.
1. **Interior Electrical Systems:** We will provide coverage up to \$3000. COVERED: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. **NOT COVERED:** All other components, including but not limited to: Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload. We are not responsible for any repair work which must be executed to access Interior Electrical Equipment.
 2. **Interior Plumbing:** We will provide coverage up to \$5000. COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, toilets, toilet parts, fixtures and interior hose bibs. **NOT COVERED:** All other components, including but not limited to: All piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, , holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.
 3. **Plumbing Stoppages:** We will provide coverage up to \$3000. Covered: Clearing of sewer line and mainline stoppages with standard sewer cable to 125 feet from point of access at existing ground level cleanout, including hydro jetting if stoppage is unable to be cleared with cable. Clearing of branch drain line stoppages in sink, tub, shower drains, and toilets with standard sewer cable from point of access, including existing accessible cleanout, p-trap, drain, or overflow access point. **Not Covered:** Stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects; access to drain, sewer, or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.
 4. **Garage Door Opener:** We will provide coverage for two openers up to \$3000. COVERED: all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. **NOT COVERED:** All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.
 5. **Ceiling Fan:** We will provide coverage up to \$3000. COVERED: ceiling fan motors and controls (replaced with builder's standard). **NOT COVERED:** All other components, including but not limited to: Remote transmitter units, light

fixtures on ceiling fans, removable attachments, and wall fans.

6. Attic and Exhaust Fans: We will provide coverage up to \$1000. COVERED: All components and parts.

E. Optional Coverages: Optional coverage may be purchased up to 30 days after the close of escrow provided systems and appliances are in good working order. Coverage shall commence upon receipt of fees and will expire when **Plan** coverage expires. Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this agreement.

- 1. Freezer (Free-Standing):** We will provide coverage up to \$3000. The \$3000 limit includes any costs for access, diagnosis, repair or replacement and installation. COVERED: All parts and components that affect the operation of the unit. **NOT COVERED: All other components, including but not limited to: crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.**
- 2. Secondary Refrigerator – not including icemaker:** We will provide coverage up to \$3000. COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.**
- 3. Septic System:** We will provide coverage up to \$1,000. COVERED: Sewage ejector pump. Control box. Jet pump. Aerobic pump. We will pay up to \$500 for access, diagnosis, and repair and/or Replacement.
- 4. Well Pump:** We will provide coverage up to \$1,000. COVERED: All components and parts of well pump utilized for main dwelling only. **NOT COVERED: All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.**
- 5. Pool/Spa Equipment:** We will provide coverage for a Pool and Spa up to \$3000 each. COVERED: Above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except: **NOT COVERED: All other components, including but not limited to portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.**
- 6. Icemaker:** We will provide coverage up to \$1000. COVERED: mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. **NOT COVERED: All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.**

IX. LIMIT OF LIABILITY AND CONDITIONS:

- A.** Our limit of liability to pay for the repair or replacement of a **Covered Product(s)** during the **Coverage Period** will not exceed the **Covered Product's** fair market value. The **Covered Product's** limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the **Coverage Period**.
- B.** We have the sole right to determine whether a **Covered Product(s)** needs to be repaired/replaced. If **We** decide to replace the covered appliance, item or system, **We** are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. **We** are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
- C.** We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair is not feasible. Cash settlements will be based on what **We** would

ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.

- D. All equipment covered by this **Service Plan** must be in good working condition as of the **Service Plan Effective Date** and be reasonably clean and accessible at the time of **Service**.
- E. **We** reserve the right to use a qualified **Authorized Repair Technician**, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Service Plan**.
- F. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this **Service Plan**.
- G. **We** are not a **Service** provider and are not **Ourselves** undertaking to repair any such systems or components.
- H. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **You** covering a loss also covered by this **Service Plan**, this **Service Plan** will pay in excess of and not contribute with other insurance, warranty or guaranty. **We** will not pay for parts or labor covered under a manufacturer's warranty.

X. EXCLUSIONS FROM COVERAGE:

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

- A. **Manufacturers Responsibilities:** The Service Plan complements but does not replace the manufacturer's warranty or manufacturer's recall for any Covered Product(s). Parts and Services covered by the manufacturer's warranty or manufacturer's recall are the responsibility of the manufacturer during the manufacturer's warranty coverage period or as specified by the manufacturer's recall.
- B. Products or systems that are not installed according to the published installation instructions.
- A. Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose— whether performed by a contractor, service company, or yourself.
- B. Damage caused by the use of cleaners not in compliance with cleaning recommendations.
- C. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the manufacturer.
- D. Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.
- E. Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.
- F. Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.
- G. Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.
- H. Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.
- I. Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including, but not limited to, damages to the finish of the appliance or home, mechanicals, framing, floors, cabinets, countertops, and walls.
- J. Damage caused by children, animals, plants, insects, misuse, abuse, vandalism, freezing, fire, wind, lightning, ice, snow, explosion, mud, earthquake, or acts of God.
- K. **Force Majeure:** Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.
- L. Covered Product(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.
- M. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product(s).
- N. Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.
- O. Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.
- P. Noises associated with normal operation.
- Q. Pickup or delivery of Covered Product(s) for repair. Coverage is for on-site repair of Covered Product(s) only.
- R. Damages caused by Services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.
- S. Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.
- T. Service trips to teach the end-user how to use the product.
- U. Incompatible systems.
- V. Maintenance of equipment including the cleaning of coils, clearing drain lines, changing filters or adding or draining refrigerant for appliances or HVAC units [(unless otherwise specified in optional coverages purchased)].
- W. Missing parts or structural changes.
- X. Any appliance or system deemed or classified by the manufacturer as commercial.
- Y. Any Service or repair associated with hazardous material treatment, removal, or disposal.

Z. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

AA. Failures covered by, or the result of negligence or improper installation by, the home builder on newly constructed homes covered by this Service Plan.

XI. ACCESSIBILITY OF PRODUCT:

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

XII. SERVICE PLAN PRICE:

The price of this **Service Plan** and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to **You** in writing at least [thirty (30)] days prior to implementation. **You** may terminate the **Service Plan** by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XV below.

XIII. LAWS, CODES and REGULATIONS:

- A.** This **Service Plan** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. **We** are not responsible for **Service** when permits cannot be obtained, nor will **We** pay any costs relating to permits.
- B.** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- C.** Unless otherwise required by the laws of the state where the **Covered Property** is located, this **Service Plan** will be governed, construed, and enforced in accordance with the laws of the state where the **Covered Property** is located without regard to principles of conflicts of law.

XIV. RENEWAL:

This **Service Plan** may be renewed at **Our** option; however, **We** are not obligated to offer **You** another **Service Plan** upon termination of this **Service Plan** or to accept an **Service Plan** request, in the event **You** tender one.

XV. CANCELLATION, NONRENEWAL, AND MODIFICATION OF SERVICE PLAN:

- A.** **You** may cancel the **Service Plan** only by contacting the **Administrator** in writing or by visiting customer.serviceavenger.com. Cancellation becomes effective immediately upon receipt of **Your** request.
- B.** If **You** cancel **Your Service Plan** within 30 days of the **Service Plan Purchase Date**, **You** will receive a 100% refund of the **Service Plan Price** paid less the actual cost of any **Service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- C.** If **You** cancel after the first thirty (30) days from purchase of **Your Service Plan**, **You** will receive a pro rata refund of the **Service Plan Price** paid by **You**, less the actual cost of any **Service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- D.** **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of material misrepresentation by **You**, or a substantial breach of duties by **You**. In the event of cancellation for fraud or material misrepresentation, **We** may demand immediate payment of the cost of all **Services** provided to **You**, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- E.** If **You** are paying the **Service Plan Price** in monthly payments and have not paid a Monthly Payment Amount that is due, **Your Service Plan** may be cancelled by **Us** effective as of the last day of the month in which the last Monthly Payment Amount was paid. If **We** cancel **Your Service Plan** for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to **You** at least thirty (30) days prior to termination. If **Your Service Plan** was inadvertently sold to **You** on a property which is not eligible for coverage under this **Service Plan**, **We** will cancel this **Service Plan** and return the full **Service Plan Price** or Monthly Payment Amount(s) paid by **You**.
- F.** **We** reserve the right to update or modify the Terms and Conditions of this **Service Plan** upon thirty (30) days written notice.

XVI. TRANSFERABILITY:

This **Service Plan** is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This **Service Plan** is non-transferable to a new address and is only valid for the original **Covered Property** shown in the **Coverage Summary**.

XVII. INSURANCE COMPANY OBLIGATIONS:

Our obligations under this Agreement are insured by an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **We** fail to perform or pay any covered **Service** or claim, pay any refund, pay any requested performance, if **We** become insolvent or otherwise financially

impaired, or if satisfaction is not received within 60 days after proof of loss is filed, **You** may make a claim or submit a cancellation request directly with [Universal Underwriters Insurance Company].

XVIII. STATE REQUIREMENTS and DISCLOSURES:

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

In Alabama:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If the **Service Plan** is cancelled within thirty (30) days of the date the **Service Plan** was mailed or within ten (10) days of delivery if the **Service Plan** is delivered at the time of sale and no claims have been made, the **You** are entitled a refund of 100% of the premium. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Plan** by **Administrator** or **Obligor**.

In Arizona:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **We** cancel this **Service Plan** within 30 days of the **Service Plan Purchase Date**, **We** will refund **You** 100% of the **Service Plan Price**. If **We** cancel after 30 days of the **Service Plan Purchase Date**, **We** will refund the unearned **Service Plan Price** to **You** less a \$50 administrative fee, or 10% of **Service Plan Price**, whichever is less. In the event of a dispute, **You** may follow the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 81,0007, Attn: Consumer Protection. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area).

In Arkansas:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Service Plan** within thirty (30) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan**. If **You** have not received any **Service**, **You** are entitled to a full refund of the amount paid by **You** under this **Service Plan**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, the **You** are entitled to make a claim directly against the insurance company.

In California:

DEFINITIONS section is amended as follows: "**We**," "**Us**," "**Our**" and "**Obligor**" unless stated otherwise, the company obligated under this **Service Plan** is Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

INSURANCE COMPANY OBLIGATIONS section is deleted.

In Colorado:

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 **Service Plan**. 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 **Service Plan** may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and **You** may have a right of civil action under those laws. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Connecticut:

If **You** purchased this **Service Plan** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Service Plan**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the

price of the product and cost of repair, and include a copy of this **Service Plan**. If the **Covered Property** is in **Our** custody and this **Service Plan** expires, this **Service Plan** is automatically extended until the repairs are completed.

In Florida:

"We," "Us," "Our" and "Obligor": unless stated otherwise, the company obligated under this **Service Plan** is Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **You** cancel this **Service Plan**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Service Plan** is cancelled by the **Obligor** or **Administrator**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. A copy of the **Service Plan** is available upon request. **The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. INSURANCE COMPANY OBLIGATIONS** section is deleted.

In Georgia:

EXCLUSIONS FROM COVERAGE section is amended to include the following: If a claim covered by this **Plan** is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this **Plan** is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, **We** shall pay only for the amount of the cost to repair or replace such **Covered Product** in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall **We** pay more than the applicable Limit of Liability.

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: Cancellation will comply with O.C.G.A. 33-7-6 of the Georgia Code. All provisions of this section apply except, if **You** cancel this **Service Plan**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee; and if **We** cancel this **Service Plan**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid **Service Plan Price**. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. A 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of the cancellation date. **We** reserve the right to cancel this **Plan** upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. **You** will receive a refund of the unearned pro-rata **Service Plan Price**, less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata **Service Plan Price**. The notice of cancellation will include the reason and the effective date of cancellation.

In Hawaii:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Plan**.

In Idaho:

INSURANCE COMPANY OBLIGATIONS section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Illinois:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **You** cancel within the first thirty (30) days of the **Service Plan Effective Date**, and no **Service Request** has been made, **You** are entitled to a full refund of the **Service Plan Price**. If **Obligor** cancels this **Service Plan** or if **You** cancel this **Service Plan** after the first thirty (30) days of the **Service Plan Effective Date**, then **You** shall be entitled to a pro rata refund of the paid **Service Plan Price** for the unexpired **Coverage Period**.

In Indiana:

INSURANCE COMPANY OBLIGATIONS section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Iowa:

The issuer of this **Service Plan** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is amended as follows: If **We** cancel this **Service Plan**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Service Plan Price**, a material misrepresentation by **You** to **Us** or **Administrator**, or a substantial breach of duties by **You** related to the **Covered Product** or

its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Service Plan** is cancelled by **Us** for any reason other than nonpayment of the **Service Plan Price**, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid.

A monthly penalty equal to ten percent (10%) of the outstanding provider fee will be added to a refund that is not paid or credited within thirty (30) days after the return of the **Service Plan** to the provider. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Kentucky:

You are entitled to make a direct claim against the insurer if **We** fail to pay any covered claim within sixty (60) days after the claim has been filed.

In Louisiana:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows:

You may cancel this **Service Plan** within thirty (30) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan** and if **You** have not received any **Service**, **You** are entitled to a full refund of the amount paid by **You** under this **Service Plan**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**. If this **Service Plan** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least fifteen (15) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.

In Maine:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: The provider of the **Service Plan** shall mail a written notice to the **You** at the **Your** last known address contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If a **Service Plan** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to **You** one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. A monthly penalty equal to ten percent (10%) of the outstanding provider fee must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Service Plan** to the provider. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: If the provider fails to pay or provide **Service** on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Maryland:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Plan**. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan**.

In Massachusetts:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows:

You may cancel this **Service Plan** within thirty (30) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan**. If **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**.

In Minnesota:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows:

You may cancel this **Service Plan** within thirty (30) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan**. If **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**.

In Missouri:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: 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 Plan**. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In **Montana**:

INSURANCE COMPANY OBLIGATIONS section is amended as follows: Obligations of the provider under this service agreement are insured under a service contract reimbursement insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

In **Nevada**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Service Plan** within thirty (30) days of the **Coverage Period** and if **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. Cancellation fee is not applicable. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**. This **Service Plan** shall be non-cancelable by **Obligor**, except for: Nonpayment of **Service Plan Price** by **You**; or Fraud or material misrepresentation by **You**. **We** may not cancel this **Service Plan** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If **We** cancel this **Service Plan**, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In emergency situations from defects that immediately endanger the health and safety of **You**, and the **Administrator**

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

In **New Hampshire**:

In the event **You** do not receive satisfaction under this **Service Plan**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

In **New Jersey**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Plan**.

In **New Mexico**:

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

In **New York**:

DEFINITIONS section is amended as follows: "**We**," "**Us**," "**Our**" and "**Obligor**" unless stated otherwise, the company obligated under this **Service Plan** is Universal Underwriters Service Corporation d/b/a: UUSC Service Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows:

You may cancel this **Service Plan** within twenty (20) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service**

Plan and if **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Service Plan**. **INSURANCE COMPANY OBLIGATIONS** section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In **North Carolina**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **We** may not cancel this **Service Plan** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Service Plan**. The purchase of this **Service Plan** is not required either to purchase or to obtain financing for a home appliance.

In **Ohio**:

INSURANCE COMPANY OBLIGATIONS section of this **Service Plan** is amended as follows: Obligations of the provider under this **Service Plan** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide **Service** on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In **Oklahoma**:

In **DEFINITIONS**, the definition of **"WE"**, **"US"**, **"OUR"** and **"OBLIGOR"** is amended to include Oklahoma license number is 520826700. This **Service Plan** is not issued by the manufacturer or wholesale company marketing the product. This **Service Plan** will not be honored by such manufacturer or wholesale company. This **Service Plan** is not a contract of insurance. Coverage afforded under this agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is amended as follows: In the event **You** cancel this **Service Plan**, return of premium shall be based upon one hundred percent (100%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Service Plan**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. **EMERGENCY SERVICE**: If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply.

In **Oregon**:

Unless otherwise required by the laws of the state where the **Covered Property** is located, this **Service Plan** shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the **Obligor** to perform under the **Service Plan**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and perform any **Service** that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **TO OBTAIN SERVICE** section is amended to include: In the event **You** have an emergency situation and are unable to reach **Us**, **You** may proceed with repairs. **We** will reimburse **You** in accordance with the **Service Plan**. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is

amended as follows: **You**, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Service Plan** is returned to the provider.

In **South Carolina**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Service Plan** within twenty (20) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan** and if **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**. In the event of a dispute with the provider of this **Service Plan**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1,000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

In **Texas**:

Obligor will provide **You** with written notification of any material changes to this **Service Plan** forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to **You** when changes are favorable to **You** or when changes are mandated by a regulatory agency. After notice of a material change, **You** may terminate this **Service Plan** by providing written notice within the forty-five (45) day period prior to the effective date of the change. If **You** do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by **You**. 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: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS SERVICE PLAN. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE. NOTICE: We will initiate the performance of services not later than forty-eight (48) hours after You request Service(s).

In Utah:

TO OBTAIN SERVICE section is amended to include: Proof of loss should be furnished by **You** to **Us** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Plan** does not invalidate or reduce a claim. **EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply. Emergency repairs: If **Your** covered failure results in a loss of heating, cooling, or electrical power to **Your** air conditioner or refrigerator/freezer, repairs on **Your Covered Product** will commence within 24 hours after **You** report **Your** claim by calling the number above, which is available 24 hours a day, 7 days a week. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is amended as follows: **We** can cancel this **Service Plan** during the first sixty (60) days of the initial annual **Coverage Period** by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Service Plan** during such time period for non-payment of the **Service Plan Price** by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Service Plan** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of **Service Plan Price** and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Service Plan** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Service Plan** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Coverage afforded under this **Service Plan** is not guaranteed by the Property and Casualty Guarantee Association. This **Service Plan** is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.**

In Vermont:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Service Plan** within thirty (30) days of receipt of this **Service Plan** if **You** have not received any **Service** for a full refund of the amount paid by **You** under this **Service Plan**.

In Washington:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: Cancellation may be made by **You** at any time. If cancelled within thirty (30) days of acceptance of **Obligor**, and no **Service Request** has been made, **You** are entitled to a full refund of the **Service Plan Price**. A ten (10%) percent penalty per month will be added to a refund of the **Service Plan Price** that is not paid or credited within thirty (30) days after return of the **Service Plan** to **Us**. **You** are not required to wait sixty (60) days before filing a claim directly with the insurance company indicated in the Insurance section of this **Service Plan**. Such notice shall include the effective date of cancellation and the reason for cancellation. All references to **Obligor** throughout this **Service Plan** are replaced with **Service Provider**. **EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Service Plan** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Plan** will apply.

In Wisconsin:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: This **Service Plan** shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Service Plan**. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Plan**. If **Administrator** fails to provide, or reimburse or pay for, a **Service** that is covered under this **Service Plan** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the **Service**. If **We** cancel this **Service Plan**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Service Plan**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Service Plan Price**, less any claims paid on **Your Service Plan**. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE COMPANY OBLIGATIONS**. Timeliness of

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

In **Wyoming**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Service Plan** within thirty (30) days of the date this **Service Plan** was mailed to **You** or within ten (10) days of delivery if this **Service Plan** is delivered to **You** at the time of sale or within a longer time period permitted under this **Service Plan**. If **You** have not received any **Service**, **You** are entitled to a full refund of the **Service Plan Price**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Service Plan**. If this **Service Plan** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least ten (10) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.