

Schedule

Agreement Number: _____

AGREEMENT HOLDER INFORMATION		
NAME	PHONE	
ADDRESS (Complete only if Agreement Holder's mailing address is different from the Covered Property Address)		
CITY	STATE	ZIP

COVERED PROPERTY ADDRESS		
ADDRESS		
CITY	STATE	ZIP

AGREEMENT INFORMATION			
AGREEMENT TERM IN MONTHS <input type="checkbox"/> Monthly (Month-Month) <input type="checkbox"/> 12 month <input type="checkbox"/> 36 month	AGREEMENT PURCHASE DATE	AGREEMENT EFFECTIVE DATE	AGREEMENT RENEWAL DATE (if applicable)
	AGREEMENT EXPIRATION DATE	SERVICE CALL FEE <div style="text-align: center; font-size: 1.2em; font-weight: bold;">\$75</div>	AGREEMENT PURCHASE PRICE

COVERAGE SELECTED

Coverage Options:

SILVER COVERAGE

- Clothes Washer/Dryer
- Kitchen Refrigerator – excluding icemaker
- Oven/Range/Cooktop
- Dishwasher
- Garbage Disposal
- Garage Door Opener

GOLD COVERAGE

- Everything covered in the SILVER Coverage Package, PLUS:
- Thermostat
- Ductwork
- Water Heater
- Air Conditioning/Cooler
- Heating Systems or Built-In Wall Unit
- Refrigerant
- Interior Electric/Plumbing

PLATINUM COVERAGE

- Everything covered in the GOLD Coverage Packages PLUS:
- Built-In Microwave
- Icemaker - In Refrigerator

Additional Coverage Options Selected – additional charges will apply

- | | | |
|--|---|--|
| <input type="checkbox"/> Pool | <input type="checkbox"/> Standalone Freezer | <input type="checkbox"/> Built-In Microwave |
| <input type="checkbox"/> Spa | <input type="checkbox"/> Second Refrigerator | <input type="checkbox"/> Septic System |
| <input type="checkbox"/> Pool / Spa (shared equipment) | <input type="checkbox"/> Icemaker – In Refrigerator | <input type="checkbox"/> Tankless Water Heater |
| <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Built-In Microwave | |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Well Pump | |

Dwelling type being covered by this Agreement (select one):

- | | |
|--|---|
| <input type="checkbox"/> Single-Family home less than 5,000 sq. ft | <input type="checkbox"/> Single-Family home from 5,000 to 8,000 sq. ft |
| <input type="checkbox"/> Condominium less than 5,000 sq. ft | <input type="checkbox"/> Single-Family home from 8,001 to 12,000 sq. ft |
| <input type="checkbox"/> Townhome less than 5,000 sq. ft | |

SELLER INFORMATION		
NAME	PHONE	
ADDRESS		
CITY	STATE	ZIP

[THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.] SHOULD YOU NEED SERVICE, SUBMIT REQUEST TO - www.afhomeclub.com or call 855-613-4555. **You** must notify **Administrator** of any **Breakdown** immediately upon discovery. **Administrator** will accept service calls 24 hours a day and 7 days a week. Those service requests will be assigned between 9am-6pm eastern standard time Monday through Friday, excluding National Recognized Holidays. Notice of any **Breakdown** must be given to **Administrator** prior to expiration of this **Agreement**. Throughout the service effort, **Administrator** urges **You** to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major leak, discontinue use of faulty items once breakdown is noticed, calling Emergency Services if necessary, etc.).

HOME PROTECTION SERVICE AGREEMENT

This Agreement is not a contract of insurance or a Warranty subject to the Federal Magnuson-Moss Act.

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the **Agreement Purchase Price** and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You must keep this **Agreement**, **Your** sales invoice or receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may be required to produce them in order to obtain service. **You** must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Schedule above to determine the term of this **Agreement** and if there is a **Service Fee** required to obtain service. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**.

I. **DEFINITIONS:**

- (1) **We, Us, Our** and **Obligor** – the provider and company obligated under this **Agreement** is 4warranty Corporation 10751 Deerwood Park Blvd., Suite 200, Jacksonville, Florida 32256 [(800-867-2216)], in all states except in Florida, and Oklahoma where it is LYNDON SOUTHERN INSURANCE COMPANY, [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738] Florida License No. 03698 and Oklahoma License No. 44200929, in Wisconsin where it is The Service Doc Inc., [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738], California where it is Response Indemnity Company of California [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738]. This **Agreement** is not available in Virginia.
- (2) **Administrator** – [Crast, Inc., 1343 Canton Road, Suite A, Marietta, Georgia 30066 (855) 613-4555] - the company providing administration of this **Agreement**.
- (3) **Breakdown** – a covered item becomes inoperable and unable to perform its designed function.
- (4) **Seller** – the entity selling You this **Agreement**.
- (5) **Service Fee** – the fee that is due by **You** for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Agreement**.
- (6) **Service Provider** – the entity responsible for providing service under this **Agreement**.
- (7) **You, Your**, and the **Customer** - the original purchaser of the **Agreement** and contracting for services covered by this **Agreement** and any authorized transferee/assignee of the original purchaser.

II. **COVERAGE PERIOD:**

[YOUR INITIAL PAYMENT INCLUDES A THIRTY (30) DAY WAITING PERIOD BEFORE YOU ARE ELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT]. Coverage begins on the **Agreement Effective Date** as indicated on the Schedule which is thirty (30) days after the **Agreement Purchase Date** indicated on the Schedule. All monthly terms will begin on the **Agreement Effective Date**. After the **Agreement Effective Date**, coverage will continue as long as all monthly or renewal payments are made as scheduled.

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

WHEN YOUR PLAN BEGINS AND ENDS

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

During the coverage period, **We** will arrange for an authorized **Service Provider** to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for those items specifically listed as being covered on the Schedule and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. **[THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.]** [In the event of a **Breakdown** occurring day thirty-one (31) through day sixty (60) from the **Agreement Purchase Date**, the maximum payout will be [\$150.00] on covered items.] [After this period the normal **Limit of Liability and Conditions** will apply.]

III. WHAT YOUR AGREEMENT COVERS:

The provisions of this **Agreement** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown**.

The appliance(s) or system(s) must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool or spa equipment);
- 2) In good working order on the **Agreement Effective Date**;
- 3) Properly maintained; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).

This **Agreement** does not cover costs for maintenance.

This Agreement only covers residential properties including [single family homes], [townhomes], and [condominiums] for the respective square footage as shown in the Dwelling type being covered by this Agreement section in the Schedule. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this Agreement will not be covered. Coverage is for occupied residences only.

- IV. Appliance and Systems Components: Major brands of equipment will be covered under this **Agreement** subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.**

SILVER

If **You** selected the Silver Coverage Option, the following products are covered:

[Clothes Dryer], [Clothes Washer], [Kitchen Refrigerator, excluding Icemaker], [Oven, Range, Cooktop (Gas or Electric; Built-in or Freestanding)], [Dishwasher], [Garbage Disposal], [Garage Door Opener].

- **[Clothes Dryer: We will cover up to [\$2,000] per Agreement Term listed on the Schedule. COVERED:** Main Control Board, Thermal Fuse, Drum Glide, Gas Valve Solenoid, Pilot Burner, Heating Element, Heating Element Assembly, Cycling Thermostat, Timer, Rollers, Igniter, Drive Belt, Thermistor, Idler Pulley, Idler Assembly, High Limit Thermostat, Surface Limit Control, Power Pack, Blower Wheel, Flame Sensor, Drive Motor, Knob, Snap Retaining Ring. **NOT COVERED: All other components, including but not limited to: Drum, Seals, Gaskets, Vents, Touch Panel/Displays, Tub.]**
- **[Clothes Washer: We will cover up to [\$2,000] per Agreement Term listed on the Schedule. COVERED:** Main Control Board, Motor Coupling, Drain Pump, Agitator, Water Inlet Valve, Clutch, Retainer, Shock Dampening Device, Shock Absorber, Drive Belt, Suspension Spring, Shipping Bolt, Lid Switch, Drain Hose, Mounting Clip, Suspension Rod, Shift Actuator, Rotor Position Sensor, Belt Kit, Idler Assembly. **NOT COVERED: All other components, including but not limited to: Drum, Seals, Gaskets, Spider Bracket, Overloading, Touch Panel/Displays, Tub.]**
- **[Kitchen Refrigerator (excluding Icemaker): We will cover up to [\$2,000] per Agreement Term listed on the Schedule. COVERED:** Main Control Board, Fan Motor, Thermistor, Inverter, Compressor, High Limit Thermostat, Temperature Control Thermostat, Temperature Sensor, Defrost Thermostat, Defrost Heater Assembly, Defrost Timer, Evaporator Fan Motor, Y Clip, Snap Retaining Ring, Start Relay, Damper Control Assembly, Fan Blade, Start Device. **NOT COVERED: All other components, including but not limited to: Touch Panel/Display, Leaks of any kind, Freon, Coils, Door Hinges, Dispenser, Ice Crusher, Removable Parts, Water Lines, Valves, Bucket, Filter, Interior Thermal Shelves/Insulation, Icemaker unless additional fee is paid and listed in Additional Coverages on the Schedule.**
Note: Must be located in the Kitchen.]
- **[Oven/Range/Cooktop (Gas or Electric; Built-in or Freestanding): We will cover up to [\$2,000] per Agreement Term listed on the Schedule. COVERED:** Bake Element, Element Receptacle and Wire Kit, Valves, Sensors, Spark Electrode, Surface Element Switch, Coil Surface Element, Surface Burner, Oven Control Board, Temperature Sensor, Manifold Transformer, Diode. **NOT COVERED: All other components, including but not limited to: Any failure that arises during the "Self-Cleaning" Function of Your unit, Glass, Touch Panel/Display, Clock, Fan, Oven/Cooktop Exhaust Fan.**
- **[Dishwasher: We will cover up to [\$2,000] per Agreement Term listed on the Schedule. COVERED:** Heating Element, Pump, Drain Valve, Motor Assembly, Timer, Float Switch, Inlet Valve, Internal Hoses, Thermal Fuse, Washer Arm. **NOT COVERED: All other components, including but not limited to: Control Board, Touch Panel, Racks, Soap Dispenser.]**

- [**Garbage Disposal**: We will cover up to [\$125] per Agreement Term listed on the Schedule. **COVERED**: One (1) Unit, the components and parts of entire Unit. **NOT COVERED**: All other components, including but not limited to: **New Unit Installation, Diagnosis, Malfunctions, Breakdowns and/or Jams caused by Bones, Glass, Misuse, or Foreign Objects.**]
- [**Garage Door Opener**: We will cover up to [\$500] per Agreement Term listed on the Schedule. **COVERED**: Two (2) Units, Garage Door Opener Motor, Capacitor, Garage Door Opener Gear and Sprocket Assembly, Helical Gear, Limit Switch, Receiver Logic Board, Chain Spreader, Safety Sensors. **NOT COVERED**: All other components, including but not limited to: **Springs, Tracks, Belts, Doors, Buttons, Keypads, Remotes.**]

GOLD

If You selected the Gold Coverage Option, all products listed under Silver coverage are included, plus the following:

[Air Conditioning/Cooler, including Thermostat], [Heating Systems or Built-In Wall Unit, including Thermostat], [Ductwork], [Water Heater], [Interior Electrical System], [Interior Plumbing System], [Refrigerant].

- [**Air Conditioning/Cooler**: Limited to two (2) units. Main source of Air Conditioning to the Covered Property, up to a five (5) ton capacity, Electric Units below 21 SEER, and designed for Residential use. Coverage applies to ducted units only.
We will cover up to [\$2,000] per Agreement Term listed on the Schedule. **COVERED**: Defrost Heating Element, Fuse, Relay, Transformer, Blower Motor, Compressor, Capacitor, Dual Capacitor, Semi-Conductors, Main Control Board, Evaporator Coil, Condenser Coil, Timer, Fan Control, Bearings, Fluid Pump, Electrodes, Electronic Circuits, Rectifiers. **NOT COVERED**: All other components, including but not limited to: **Gas Air Conditioning Systems, Condenser Casings, Filters, Window Units, Water Towers, Humidifiers, Improperly Sized Units, Chillers, All Exterior Condensing, Cooling and Pump Pads, Roof Mounts, Jacks, Stands or Supports, Condensate Pumps, Crane Rentals, Air Conditioning with Mismatched Condensing Unit and Evaporator Coil, Valves, Refrigerant Conversion, Leak Detections, Water Leaks, Drain Line Stoppages, Maintenance, Recapturing of Freon, Noise, Refrigerant Line, Hard Start Kit.**
NOTE: We will pay up to \$25.00 per pound for Refrigerant, Maximum limit ten (10) pounds limited to a one-time occurrence. You are responsible for payment of any costs more than \$25.00 per pound.
NOTE: Per EPA standards Freon (R-22) became obsolete circa January 1, 2020. Now that Freon (R-22) is phased out, it will be Your responsibility to upgrade all equipment to Federal or State code to be covered. As of Jan. 1, 2020, The R-22 phase out mandates that R-22 refrigerant will no longer be manufactured. We will only include coverage for equipment which utilizes environmentally friendly refrigerant. Examples R-410A and/or R438A (ISCENON MO99), etc.
NOTE: Standard Thermostat shall not exceed cost of \$80.00. Limited to one (1) thermostat per Agreement Term.]
- [**Heating Systems or Built-In Wall Unit**: Limited to two (2) units. Main source of Heat to the Covered Property, up to 5 (five) ton capacity and designed for Residential use. Coverage applies to ducted units only. Units below 21 SEER Units- Forced air, Heat pumps, Ducted Built-in Heater Boiler (Gas or Steam).
We will cover up to [\$2,000] per Agreement Term listed on the Schedule. **COVERED**: Power Switch, Wire Terminal, Independent Solenoid-Junction Box, Thermostat Control, Pilot and Thermocouple, Drain Cock, Limit Control, Flame Spreader, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Blower Motor, Power Pack, Bearings, Pulleys, Fan Control, Low Water Cut off, Coupler, Heat Coil/Element, Main Control Board. **NOT COVERED**: All other components, including but not limited to: **External Boiler Components, All Components and Parts relating to Geothermal, Water Source Heat Pumps, Radiant Heating and components, Heat Exchangers, Dampers, Valves, Fuel Storage Tanks, Portable Units, Solar Heating Systems, Filters, Line Dryers and Filters, Oil Filters, Nozzles, Strainers, Backflow Preventers, Evaporator Coil Pan, Primary or Secondary Drain Pans, Add-Ons for Zoned Systems, Heat Lamps, Humidifiers, Flues and Vents, Improperly Sized Heating Systems, Mismatched Systems, Leak Detections, Water Leaks, Drain Line Stoppages, Maintenance.**
NOTE: Standard Thermostat shall not exceed cost of \$80.00. Limited to one (1) thermostat per Agreement Term.]
- [**Ductwork**: We will cover up to [\$250] per Agreement Term listed on the Schedule. **COVERED**: All Standard Ductwork throughout the Covered Property attached to HVAC Units. **NOT COVERED**: All other components, including but not limited to: **Ductwork exposed to Outside Elements, Improperly Sized Ductwork, Separation due to Settlement and/or lack of Support, Cleaning, and ductwork for Central Vacuum Systems]**
- [**Water Heater (Gas and Electric) Limited to one (1) unit**: We will cover up to [\$1,000] per Agreement Term listed on the Schedule. **COVERED**: Thermocouple, Standard Thermostat, High Limit Thermostat, Anode Rod, Overload Protector, Flame Sensor, Gas Valve Assembly, Temperature, Regulator, Dip Tube, Drain Valve, Air Diverter, Relay, Flow Sensor, Burners. **NOT COVERED**: All other components, including but not limited to: **Auxiliary Holding or Storage Tanks, Noise, Sediment, Fuel Storage Tank and Energy Conservation Unit, Commercial Grade equipment**

and units exceeding 75 gallons, Flue Pipe, Coding Violations or Upgrades, Recirculation Pump, Installation, Rust, Corrosion, Tankless Water Heaters unless additional fee is paid and listed in Additional Coverages per the Schedule.]

- **[Interior Electrical]:** We will cover up to [\$500] per Agreement Term listed on the Schedule. **COVERED:** Interior Wiring, Panel and Sub Panels, Circuit Breakers. **NOT COVERED:** All other components, including but not limited to: Audio/Video/Computer/Intercom/Alarm or Security Wiring Cable, Circuit Overload, Low Voltage, Inadequate Wiring, Aluminum Wiring, Broken and/or Severed Wires, Faceplates, Fixtures, Outlets, Switches, Wire Tracing, Smart Home Equipment or Wiring, Power Outages, Troubleshooting, Modifications, Junction Boxes, Coding Violations or Upgrades.]
- **[Plumbing]:** We will cover up to [\$500] per Agreement Term listed on the Schedule. **COVERED:** Visible Interior Leaks and Breaks of Water Supply Pipes, Drain, Vent, and Waste Lines, Dishwasher Supply Line, Toilet Tanks/Bowls (replaced with white Builder's Grade as necessary), Toilet Wax Ring Seals, Flush Valve, Refill Tube, Ballcock, Flapper, Fill Valve, Overflow Tube, Diverter Angle Stops, Hose Bibs, P Traps. **NOT COVERED:** All other components, including but not limited to: Piping Failure or Stoppage which includes Collapsed Piping, Freezing or Damage from Roots, Foreign Objects, Gas Leaks, Slab Leaks, Polybutylene or Quest Piping, Galvanized Drain Lines, Galvanized Piping, Flange, Valves, Bathtubs, Shower Enclosures and Glass, Base Pans, Sinks, Toilet Lids and Seats, Cracks, Whirlpool Jets, Whirlpool Control Panel, Water Softeners, Pressure Regulators, Inadequate or Excessive Water Pressure, Leak Searches, Faucets, Faucet Installation, Plumbing Stoppages. Septic Systems are excluded unless additional fee is paid and listed in Additional Coverages per the Schedule.
NOTE: We will provide access to Plumbing Systems through Unobstructed Walls, Ceilings, or Floors, only, and will return the access opening to rough finish condition up to a limit of \$250.00 which will be deducted from the Plumbing Limit. We shall not be responsible for payment of the cost to remove and replace any Built-In Appliances, Cabinets, Floor Coverings, or other Obstructions impeding access to Walls, Ceilings, or Floors.]

PLATINUM

If **You** selected the Platinum Coverage Option, all products listed under Silver and Gold coverages are included, plus the following:

[Built-In Microwave], [Icemaker – In Refrigerator].

- **[Built-In Microwave]:** We will cover up to [\$1,000] per Agreement Term listed on the Schedule. **COVERED:** All Components and Parts, except what is listed under Not Covered. **NOT COVERED:** Touch Panel/Display, Doors, Seals, Hinge, Handles, Door Glass, Lights, Interior Linings, Trays, Clocks, Shelves, Portable or Countertop Units, Fans, Trim Kits. **NOTE:** An additional Diagnostic Fee of \$100.00 plus Your Service Fee will be applied if removal of the Unit is necessary for complete Diagnosis or Age Verification.
- **[Icemaker – In Refrigerator]:** We will cover up to [\$200] per Agreement Term listed on the Schedule. **COVERED:** Icemaker. **NOT COVERED:** All other components, including but not limited to: Touch Panel/Display, Leaks of any kind, Freon, Coils, Door Hinges, Dispenser, Ice Crusher, Removable Parts, Water Lines, Valves, Bucket, Filter, Interior Thermal Shelves/Insulation. **NOTE:** Must be located in the Kitchen.]

ADDITIONAL COVERAGE OPTIONS

Additional Product Coverage Options Available – additional charges will apply:

[Pool], [Spa], [Pool/Spa (shared equipment)], [Well Pump], [Sump Pump], [Central Vacuum], [Stand Alone Freezer], [Second Refrigerator], [Icemaker– In Refrigerator], [Built-In Microwave], [Septic System], [Tankless Water Heater].

- **[Pool and/or Spa Equipment (Saltwater/Chlorinated)]:** We will cover up to [\$500] per Agreement Term listed on the Schedule. **COVERED:** Coverage applies to In-Ground Accessible working Components and Parts of the Pumping System as follows: Main Pool Pump, Motor, Gaskets, Blower, Timer, Valves (Limited to: Back Flush, Actuator Check, 2 and 3-Way Valves), Relays and Switches, Pool Sweep Motor and Booster Pump, Above Ground Plumbing Pipes and Wiring. **NOT COVERED:** All other components, including but not limited to: Pool/Spa Heater, Filters, Salt Water Filtration/Osmosis, Salt Water Components, Control Panels, Electronic Boards, Lights, Liners, Maintenance, Housing and related equipment, Structural Defects, Inadequate Pressure, Solar Equipment, Jets, Ornamental Fountains, Waterfalls, and their Pumping Systems, Above Ground or Portable Pools, Upgrading Equipment. **NOTE:** If both a pool and a spa are located on the Covered Property and they share the same equipment, then both items are covered. If the equipment is not shared, then only the selected item on the Schedule is covered. Additional coverage must be purchased for the second item to be covered under this Agreement.
- **[Well Pump (Main Source of Water to the Covered Property)]:** We will cover up to [\$500] per Agreement Term listed on the Schedule. **COVERED:** Pump, Drive Coupling and Cap, Air Volume Control, Flow Kit Control, Foot Valves, Torque Arrestor. **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 Components for Geothermal or Water Source Heat Pumps.]

- **[Sump Pump: We will cover up to [\$500] per Agreement Term listed on the Schedule. COVERED:** Permanently installed Sump Pump for Groundwater, within the foundation of the Home or Attached Garage, except what is listed under Not Covered. **NOT COVERED: Grey Water, Sewage Ejector Pumps, Portable Pumps, Backflow Preventers, Check Valves, Piping Modifications for new installs.]**
- **[Central Vacuum: We will cover up to [\$200] per Agreement Term listed on the Schedule. COVERED:** All Mechanical System Components and Parts, except what is listed under Not Covered. **NOT COVERED: Ductwork, Hoses, Access and Closing to Floors, Walls, and Ceiling when locating or repairing a Malfunction, Blockages, Accessories.]**
- **[Stand Alone Freezer: We will cover up to [\$500] per Agreement Term listed on the Schedule. COVERED:** All Parts and Components that affect the operation of the unit, except what is listed under Not Covered. **NOT COVERED: All other components, including but not limited to: Ice makers, Crushers, Dispensers and related Equipment, Internal Shell, Racks, Shelves, Glass Displays, Lights, Knobs and Caps, Dials, Door Seals and Gaskets, Door Hinges, Door Handles, Condensation Pans, Clogged Drains and Clogged Lines, Grates, Food Spoilage, Freon Disposal and Recapture of Freon.]**
- **[Second Refrigerator, excluding icemaker: We will cover up to [\$500] per Agreement Term listed on the Schedule. COVERED:** Main Control Board, Fan Motor, Thermistor, Inverter, Compressor, High Limit Thermostat, Temperature Control Thermostat, Temperature Sensor, Defrost Thermostat, Defrost Heater Assembly, Drive Motor, Defrost Timer, Evaporator Fan Motor, Y Clip, Snap Retaining Ring, Start Relay, Damper Control Assembly, Fan Blade, Start Device. **NOT COVERED: All other components, including but not limited to: Touch Panel/Display, Leaks of any kind, Freon, Coils, Door Hinges, Insulation, Shelves, Icemaker unless additional fee is paid and is listed in Additional Coverage per the Schedule.]**
- **[Icemaker – In Refrigerator: We will cover up to [\$200] per Agreement Term listed on the Schedule. COVERED:** Icemaker. **NOT COVERED: All other components, including but not limited to: Touch Panel/Display, Leaks of any kind, Freon, Coils, Door Hinges, Dispenser, Ice Crusher, Removable Parts, Water Lines, Valves, Bucket, Filter, Interior Thermal Shelves/Insulation. NOTE: Must be located in the Kitchen.]**
- **[Built-In Microwave: We will cover up to [\$1,000] per Agreement Term listed on the Schedule. COVERED:** All Components and Parts, except what is listed under Not Covered. **NOT COVERED: Touch Panel/Display, Doors, Seals, Hinge, Handles, Door Glass, Lights, Interior Linings, Trays, Clocks, Shelves, Portable or Countertop Units, Fans, Trim Kits. NOTE: An additional Diagnostic Fee of \$100.00 plus Your Service Fee will be applied if removal of the Unit is necessary for complete Diagnosis or Age Verification.**
- **[Septic System: We will cover up to [\$500] per Agreement Term listed on the Schedule. COVERED:** Sewage Ejector Pump, Jet Pump, Aerobic Pump. **NOT COVERED: All other components, including but not limited to: Tank, Line from House, Leach Lines, Field Lines, Lateral Lines, Tile Fields and Leach Beds, Insufficient Capacity, Clean Out, Pumping, Grinder Pump.]**
- **[Tankless Water Heater: We will cover up to [\$750] per Agreement Term listed on the Schedule. COVERED:** Heat Exchanger, Computer Boards, Sensors. **NOT COVERED: All other components, including but not limited to: Timeliness of Hot Water, Thermostat, Insufficient Sized Unit for Home, Intake and Exhaust Piping, Gas Valves, Maintenance, Troubleshooting.]**

V. TO OBTAIN SERVICE:

1. SHOULD YOU NEED SERVICE, PLEASE READ **YOUR** AGREEMENT CAREFULLY AND THEN PLACE **YOUR** CALL OR SUBMIT REQUEST TO - www.afchomeclub.com or call 855-613-4555

- You or Authorized persons must notify **Administrator** of any **Breakdown** immediately upon discovery and this must be during the **Agreement Term**. **Administrator** will accept Service Calls 24 hours a day and 7 days a week. Those service requests will be assigned between 9am - 6pm eastern standard time, Monday through Friday, excluding Nationally Recognized Holidays. Notice of any **Breakdown** must be given to **Administrator** prior to expiration of this **Agreement**. Throughout the service effort, **Administrator** urges **You** to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major leak, discontinue use of faulty items once breakdown is noticed, calling Emergency Services if necessary, etc.)
- Upon request for service, **Administrator** will contact an authorized **Service Provider** within two (2) days during normal business hours and four (4) days on weekends and holidays*. (***Administrator** is not an emergency service and will be closed on Nationally Recognized Holidays therefore resulting in delayed Service Request Assignments.) If **You** feel **Your** service request is an Emergency and **Administrator** is not available, **Administrator** urges **You** to take all reasonable measures to ensure the safety of **Your Covered Property** and its occupants. If **You** should request **Administrator** to perform Non-Emergency Service outside of normal business hours, **You** will be responsible for payment of additional fees, overtime charges, or any trip fees.

EMERGENCY REPAIR: In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Agreement or email Administrator with contact and Agreement information at [\[email address\]](#). Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the

proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs.

- **Administrator** has the sole and absolute right to select the **Service Provider** to perform the service; and **Administrator** will not reimburse for services performed without its prior approval and service request number verification.
 - **Administrator** requires the Make, Model, and Serial number to be provided prior to service, in some cases if **You** cannot locate the information in its entirety **Administrator** will provide a licensed technician to inspect the **Covered Property**. In these cases, if the technician is not able to locate such information or it is no longer visible, **Administrator** will not accept a request on said appliance or system. It will not be a covered item.
 - Some appliance/system brands require "Factory Certified Technicians;" in these cases, **Administrator** cannot be held liable for possible delays in service or diagnosis.
2. **You** will pay up to a [\$75] **Service Fee** per claim or the actual repair cost, whichever is less. The **Service Fee** is for each visit by **Administrator's** approved **Service Provider** and is payable to **Administrator's** approved **Service Provider** at the time of each visit. The **Service Fee** applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The **Service Fee** also applies in the event **You** fail to be present at a scheduled time, or in the event **You** cancel a service call at the time a **Service Provider** is in route to **Your** home or at **Your** home. Failure to pay the **Service Fee** will result in suspension or cancellation of this **Agreement** until such time as the proper **Service Fee** is paid. At that time, coverage may be reinstated; however, the **Agreement Term** will not be extended.
 5. If service work performed under this **Agreement** should fail, then **We** will make the necessary repairs without an additional **Service Fee** for a period of ninety (90) days on parts and thirty (30) days on labor.

[NOTE: For appliances and systems over ten (10) years old: If the estimated repair cost exceeds the fair market value of the equipment or parts are not available to repair the equipment, a replacement allowance of up to [\$300], not to exceed the fair market value of the equipment, will be paid to You.]

VI. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

1. For Appliance and Systems Components over five (5) years of age: If the repair exceeds the value of the appliance or system (as determined below) or parts are not available to repair the equipment, a replacement allowance will be paid to **You**. The **Administrator** will use a guide for a prorated amount based on age. This guide can be found at <https://www.claimspages.com/tools/depreciation>. Proof of purchase of a new Appliance or System Component is required with a purchase receipt before the replacement allowance will be paid. All receipts for reimbursement must be received by the **Administrator** within thirty (30) days of the **Agreement** Expiration Date to be Reimbursed. If the purchase receipt is not received by the **Administrator** on or before the thirtieth (30th) day no replacement allowance will be paid. The total of all replacement allowances for each term are subject to the [\$5,000.00] aggregate limit per covered term.
2. For Appliance and Systems Components under five (5) years of age: **Our** obligation to pay for the repair or replacement of covered appliance or systems are subject to the respective limits for each appliance or system (if listed separately) and will not exceed, in the aggregate, [\$5,000] per covered term. **We** have the sole right to determine whether a covered appliance or system will be repaired or replaced. The **Administrator**, at its' sole discretion, will determine the replacement or value evaluation based on equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color.
3. **We** are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance, component, or part as well as new types of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by Federal, State, or local Governments. If parts are no longer available, **We** will offer cash payment in the amount of the average cost between parts and labor of the covered repair as long as the repair cost is not greater than the value of the Appliance and Systems Component. **We** reserve the right to locate parts at any time. For the **Agreement** period, **We** are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, **We** will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. **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.
4. **We** reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what **We** would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the **Limit of Coverage Liability**.
5. All equipment covered by this **Agreement** must be in good working condition as of the **Agreement Effective Date** and be reasonably clean and accessible at the time of service. **This Agreement does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection.**

6. **We** reserve the right to obtain a second opinion at **Our** expense.
7. **We** reserve the right to use qualified **Service Providers**, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Agreement**.
8. **We** reserve the right to rebuild a part or component, or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this **Agreement**.
9. **We** are not a **Service Provider** and are not **Ourselves** undertaking to repair or replace any such systems or components.
10. In the event that there is any other collectable insurance, warranty, service agreement, or guaranty coverage available to **You** covering a loss also covered by this **Agreement**, this **Agreement** will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. **We** will not pay for parts covered under a manufacturer's warranty.
11. This **Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This **Agreement** does not cover the cost of opening or closing walls, floors, or ceilings.
12. **EXCLUSIONS: We are NOT responsible for:**
 - A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding or draining refrigerant for appliances or HVAC units.
 - B. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
 - C. Missing parts or structural changes.
 - D. Any appliance or system deemed or classified by the manufacturer as commercial.
 - E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
 - F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
 - G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond **Our** control.
 - H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
 - I. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
 - J. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement; This **Agreement** does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
 - K. Failures due to rust or corrosion
 - L. Any service or repair associated with hazardous material treatment, removal, or disposal.
 - M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
 - N. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
 - O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
 - P. Sewage backup.
 - Q. Failure due to an inherent design flaw from the manufacturer.

12. FEES and CHARGES:

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

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

13. **TRANSFERABILITY:** This **Agreement** is transferable to a new owner of the existing address for a one-time [\$25] transfer fee. This **Agreement** is non-transferable to a new address and is only valid for the original **Covered Property Address** shown in the Schedule.
14. **LAWS, CODES and REGULATIONS:** This **Agreement** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. **We** are not responsible for service when permits cannot be obtained, nor will **We** pay any costs relating to permits.

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

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

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

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

of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

VII. CANCELLATION OF THE AGREEMENT:

1. You may cancel this Agreement at any time by contacting the Seller.
 - a. For monthly term Agreements, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
 - b. For annual term Agreements, a pro-rata refund will be issued for the unexpired term less any claims paid.
2. In addition, if cancellation is within the first year of being an active customer and if any service has been performed, You may be charged the lesser of a [\$75] cancellation fee or the cost of the service provided.
3. In the event of cancellation within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid.
4. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
5. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

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

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

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that You have paid an additional fee for this **Agreement** that is separate and apart from the purchase price You paid for the covered item. Because of that separately stated consideration, You agree and acknowledge that this **Agreement** is not part of the basis of the bargain for Your purchase of the covered item. You further agree and acknowledge that We, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered item. Consequently, this **Agreement** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

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

INSURANCE: 4WARRANTY’S CORPORATION’S OBLIGATIONS TO PERFORM UNDER THIS **AGREEMENT** ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK, VIRGINIA, WASHINGTON, AND WISCONSIN.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

FINANCIAL GUARANTEE:

IN WASHINGTON, OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE AGREEMENT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.

STATE REQUIREMENTS AND DISCLOSURES:

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

Arizona: CANCELLATION OF THE AGREEMENT section is amended as follows: No claim incurred or **paid** will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee may not exceed ten percent (10%) of the gross amount paid by You for this **Agreement**. Arbitration section is amended as follows: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave.,

Suite 261, Phoenix, AZ 85007, 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. toll free at 800-325-2548. **Exclusions listed in the Agreement apply once the Covered Product is owned by You.**

Limit of Coverage Liability and Conditions, 5., is revised to include: This Agreement does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the Agreement on **Our** behalf.

Appliance and System Components is amended as follows: **the items listed as Not Covered are the specific exclusions to the Agreement.**

Arkansas: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

If the Covered Property is in Our custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed.

Florida: CANCELLATION OF THE AGREEMENT section is amended as follows: If **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Agreement** 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. If the Covered Property is sold during the term of this **Agreement**, **You** may transfer this **Agreement** to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and an **Administrator** fee of forty dollars (\$40) payable to **Administrator**. A copy of the **Agreement** is available upon request.

The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation will comply with O.C.G.A. 33-24-44 of the Georgia Code. All provisions of this section apply except, if **You** cancel this **Agreement**, **You** shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid agreement fee; and if **We** cancel **Agreement**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. **ARBITRATION** section of this Agreement is removed.

Funding party must hold a power of attorney in order to cancel the **Agreement** for non-payment.

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

Idaho: INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

Indiana: INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company

Iowa: The issuer of this **Agreement** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. **CANCELLATION OF THE AGREEMENT** section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You** to **Us** or **Administrator**, or a substantial breach of duties by **You** related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Agreement** is cancelled by **Us** for any reason other than nonpayment of the **Agreement Purchase Price**, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. **We** may charge a cancellation fee in an amount no greater than ten percent (10%) of **Agreement Purchase Price**. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within thirty (30) days after the return of the **Agreement** to the provider.

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

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. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

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

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

INSURANCE section of this **Agreement** 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, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

INSURANCE section of this **Agreement** 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 section of this **Agreement**.

Massachusetts: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Minnesota: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Mississippi: **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

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

6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact **Our** toll free assistance line at **800-867-2216**.

Missouri: CANCELLATION OF THE AGREEMENT 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 **Agreement**.

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

Nevada: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the Coverage Period and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. 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 **Agreement**. This **Agreement** shall be non-cancelable by **Obligor**, except for: Nonpayment of Agreement fees by **You**; or Fraud or material misrepresentation by **You**. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If **We** cancel this **Agreement**, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

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

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

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

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

New York: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Agreement**.

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

Ohio: INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company.

Oklahoma: This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This **Agreement** will not be honored by such manufacturer or wholesale company. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION OF THE AGREEMENT** section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel

this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf.

ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Unless otherwise required by the laws of the state where the covered property is located, this **Agreement** shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You**, the **Agreement Holder** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

South Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of a dispute with the provider of this **Agreement**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas: **Obligor** will provide **You** with written notification of any material changes to this **Agreement** forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to **You** when changes are favorable to **You** or when changes are mandated by a regulatory agency. After notice of a material change, **You** may terminate this **Agreement** by providing written notice within the forty-five (45) day period prior to the effective date of the change. If **You** do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by **You**. It is understood that **OBLIGOR WILL NOT BE THE SERVICE PROVIDER** and **OBLIGOR WILL NOT BE PERFORMING** the actual repair of any such systems or components.

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

NOTICE: THIS AGREEMENT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049.

NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

CUSTOMER'S SIGNATURE

DATE

Utah: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of **Agreement Purchase Price** by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of **Agreement Purchase Price** and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.**

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 **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Vermont: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of receipt of this **Agreement** if **You** have not received any Service for a full refund of the amount paid by **You** under this **Agreement**.

Washington: CANCELLATION OF THE AGREEMENT 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 **Agreement** proceeds. A ten (10%) percent penalty per month shall be added to a refund of the **Agreement Purchase Price** that is not paid or credited within thirty (30) days after return of the **Agreement** to **Us**. **You** are not required to wait sixty (60) days before filing a claim directly with **Us**. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

All references to **Obligor** throughout this **Agreement** are replaced with **Service Provider**. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the **Service Provider's** attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the **Agreement Holder's** permanent residence.

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 **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: CANCELLATION OF THE AGREEMENT section is amended as follows: This **Agreement** 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 **Agreement**. The **Administrator** fee of the lesser of \$30 or 10% of the **Agreement** fee does not apply to Wisconsin residents. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** 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 **Agreement**, **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 **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Section VII**, less any claims paid on **Your Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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 **Agreement**, failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim unless **We** are prejudiced thereby and it was reasonably possible to meet the time limit. The Arbitration section of this Agreement is removed.

Wyoming: CANCELLATION OF THE AGREEMENT section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least 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**.