CONFIRMATION OF COVERAGE

Home Warranty Service Agreement

Plan Holder Name:

Plan Holder Address:

Plan Holder Phone:

Covered Property Address:

Service Agreement Number:

Plan Name:

Issuing Sales Representative:

Service Agreement Price:

Trade Call Fee:

Application Date:

Effective Date:

Expiration Date:

This service agreement provides coverage only for the following systems and/or appliances:

Built-in Dishwasher	**Range Exhaust Fan**	**Water Heater**	**Garage Door Opener**
Built-in Microwave Oven	**Clothes Washer**	**Plumbing System**	**Burglar & Fire Alarm**
Garbage Disposal	**Clothes Dryer**	**Faucets**	**Inside Telephone Line**
Built-in Trash Compactor	**HVAC/Air Conditioning**	**Plumbing Stoppages**	**Doorbells**
Refrigerator with icemaker	**Ductwork**	**Electrical System**	**Central Vacuum**
Range/Cooktop	**Heating System/Furnace**	**Ceiling Fans**	**Installed Humidifier**
			Instant Hot Water Dispenser

[Additional:]

THIS AGREEMENT IS SUBJECT TO TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THE ATTACHED SERVICE AGREEMENT. PLEASE READ SERVICE AGREEMENT CAREFULLY.

FOR SERVICE OR CLAIMS QUESTIONS PLEASE VISIT
www.newleafsc.net/prscares OR CALL US TOLL FREE AT (844) 687-7267

SERVICE AGREEMENT IS ISSUED BY APPLIED WARRANTY SERVICES, IN ALL STATES EXCEPT THE FOLLOWING: FL AND OK SERVICE AGREEMENT IS ISSUED BY APPLIED WARRANTY AND INSURANCE SERVICES, LLC.

PRS CARES
Parts · Services · Appliances

SERVICE AGREEMENT TERMS AND CONDITIONS

THIS IS A SERVICE AGREEMENT FOR REPAIR OR REPLACEMENT OF SPECIFIED APPLIANCES AND HOME SYSTEMS. THIS IS NOT A CONTRACT OF INSURANCE. THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH ANOTHER RESIDENTIAL SERVICE OR INSURANCE COMPANY. **THIS SERVICE AGREEMENT COVERS ONLY COVERED ITEMS LISTED ON THE CONFIRMATION OF COVERAGE PAGE AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED.** SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS SERVICE AGREEMENT PROVIDES COVERAGE FOR UNKNOWN DEFECTS IF THE DEFECT IS NOT DETECTABLE THROUGH VISUAL INSPECTION OR SIMPLE MECHANICAL TEST, AND THE COVERED ITEMS ARE IN PROPER WORKING ORDER ON THE COVERAGE PERIOD START DATE. UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. THE ADMINISTRATOR WILL NOT REIMBURSE YOU FOR SERVICES PERFORMED WITHOUT THIER PRIOR APPROVAL.

DEFINITIONS

1. "Obligor", "We", "Us" and "Our": means the company obligated under this Agreement, Applied Warranty Services, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503 in all states except the following: Obligor in FL, and OK is Applied Warranty and Insurance Services, LLC, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503.
2. "Administrator": means New Leaf Service Contracts, Inc., 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (844) 687-7267.
3. "Authorized Repair Technician" means the service contractor We assign in response to Your request for Service.
4. "Service Agreement" means this contract between You and Us, including the Declarations Page.
5. "Declarations Page" means the document attached to this Service Agreement that includes Your specific coverage information and Coverage Period.
6. "Coverage Period" means the duration of this Service Agreement as identified on the Declarations Page by the Effective Date and Expiration Date.
7. "Effective Date" means the date listed on the Declarations Page indicating the effective date of the Service Agreement.
8. "Expiration Date" means the date listed on the Declarations Page indicating the expiration date of the Service Agreement
9. "Homeowner Coverage" means coverage purchased by or on behalf of a home buyer at the time of closing and is effective on the date of closing or purchased directly by an existing homeowner, provided the required payment has been received by Us.
10. "Covered Property" means the address that is eligible for coverage and identified on the Declarations Page. Covered Property must not be commercial property or residential property converted, in whole or in part, into a business.
11. "Covered Items" means: (i) systems and components as specifically described herein as "Included" and that are located inside the confines of the Covered Property dwelling or garage (well or septic pumps, air conditioners, or pools/spas located at, but not necessarily inside, the Covered Property dwelling or garage are Covered Items provided coverage was purchased and payment has been received by Us.); (ii) are in proper working order on the Coverage Period Effective Date; and (iii) become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if, at the time the issue or breakdown, was unknown. Commercial-Grade Equipment and/or non-essential Components are not Covered Items.
12. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with the provisions set forth in this Service Agreement.
13. "Trade Call Fee" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Declarations Page.
14. "You" and "Your" and the "Customer" means the person contracting for services covered by this Service Agreement and/or whose name appears on the Declarations Page.
15. "SEER Standard" mean the then-current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement where the Covered Property is located.

REQUESTING SERVICE

1. Have Your Service Agreement Number, make or model of the Covered Items, and Covered Property's complete street address available.
2. You will pay the Trade Call Fee, stated on Your Declarations Page, or the actual cost of Services, whichever is less, when the Authorized Repair Technician arrives at Your home. Where this Service Agreement requires a Covered Item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, We reserve the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.
3. The Trade Call Fee is for each visit by an Authorized Repair Technician, except as noted below. The Trade Call Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is deemed excluded or denied under Your Service Agreement. The Trade Call Fee is due if You fail to be present at a scheduled time, or in the event You cancel a service call at the time when the Authorized Repair Technician is on the way to Your home, or already at Your home. Failure to pay the Trade Call Fee will result in the suspension of coverage until the proper Trade Call Fee is paid. After the Trade Call Fee is paid, coverage will be reinstated; however, the Coverage Period will not be extended to cover the suspension period.

4. You must notify Us as soon as a problem is discovered. We will accept service requests at www.newleafsc.net/prscares or (844) 687-7267 24 hours a day, 7 days a week, 365 days a year. We will assign an Authorized Repair Technician within 48 hours. If You request Service outside of an Authorized Repair Technicians' normal business hour (i.e. usually 8 AM - 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees and/or overtime charges. In emergency situations, We will determine what repairs constitute an emergency, such as systems that are essential to health and safety, such as loss of heating, cooling, plumbing or substantial electrical service, and such emergency situation renders the home otherwise uninhabitable—and not related to a Force Majeure Event, and will make reasonable efforts to expedite emergency service.
5. We have the sole right to select the Authorized Repair Technician to perform the Service. We will not reimburse for services performed without prior approval. No Services will be performed if the Authorized Repair Technician is prevented from entering the Covered Property due to the presence of animals, insects, unsafe conditions, or if the Covered Item is not easily accessible. In this event, the Trade Call Fee will still be owed.
6. Workmanship Guarantee: If Services provided under this Service Agreement should fail, then We will provide for the necessary repairs without an additional Trade Call Fee for a period of 90 days on parts and 30 days on labor.

COVERAGE, EEFECTIVE DATES, RENEWAL AND PAYMENT

1. Homeowner Coverage is purchased by or on behalf of a homeowner and is effective at time of purchase provided required payment has been received by Us.
2. Homeowner Coverage for existing homeowners is subject to a 30-day waiting period for claims.
3. Optional Homeowner Coverage may be added within 30 days of the Coverage Period Start Date, after which additional optional coverage eligibility is subject to a 30-day waiting period.
4. Offer for future coverage is at Our sole discretion. You will be notified of rates and terms for continuation of coverage 30 days prior to the expiration of the initial Coverage Period End Date.
5. If You elect to renew coverage for an additional one-year period following the expiration of the initial Coverage Period (Renewal Term), You will be automatically renewed for additional one-year periods thereafter, unless You notify Us in writing thirty (30) days prior to the expiration of the Renewal Term by mail at New Leaf Service Contracts, Inc. 909 Lake Carolyn Parkway, Suite 900 Irving, TX 75039 or by email at support@prscares.com. If You have any questions, You may contact Us at (808) 736-4080.
6. You will select Your payment method upon order of this Service Agreement or upon renewal. Payment may be made in monthly installments or in full as indicated in Your Declarations Page. Service Agreements enrolled in monthly installment payment plans will auto-renew prior to the expiration of the initial Coverage Period and additional renewed Coverage Periods. You agree to make payment and understand and agree such payments will be debited from a pre- authorized credit card, based upon the payment plan You choose. You will not receive a monthly or annual bill. If Your payments are not current, We may refuse to provide Service under this Service Agreement. Except as otherwise specifically stated in this Service Agreement, Your payments are non-refundable.

PROPERTY ELIGIBILITY

The Covered Property must be a single-family home, townhome, or condominium (including manufactured housing, which much be anchored to a permanent foundation and not moved during the duration of this Service Agreement) under 5,000 square feet.

If this Service Agreement is for a duplex, triplex, or fourplex dwelling, for coverage to apply to common systems and appliances, then every unit within such dwelling unit must be covered by Our Service Agreement.

If this Service Agreement is for a property within a multiple unit of 5 or more dwellings, then only items contained within the confines of each individual property are covered. **Common systems and appliances are excluded.**

HOMEOWNER COVERAGE

KITCHEN APPLIANCES – One (1) of each kitchen appliance per Covered Property:

Built-in Microwave; Dishwasher (built-in only); Garbage disposal; Range/oven/cooktop (Gas or electric; built-in or free-standing); and Trash compactor (built-in only).

Parts and components including racks, baskets, rollers, door seals, interior linings, rotisseries, clocks, lighting, handles and knobs, and removable buckets, except:

NOT COVERED: problems caused by bones or foreign objects other than food, Sensi-heat burners, portable range/oven/cooktop, lock and key assemblies, meat probe assemblies.

KITCHEN REFRIGERATOR WITH ICE MAKER- Parts and components and integral freezer unit.

NOT COVERED: ice crushers, water lines and valve to refrigerator, mini fridges, wine coolers, interior thermal shells, freezers which are

not an integral part of the refrigerator, lighting, handles, units moved out of the kitchen, audio/visual components, and internet connection equipment.

Food Spoilage Benefit: To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, (excluding wine coolers, ice-makers, and wine cellars) the failure of Your refrigerator or freezer must be due to a defect in the components of the appliance such as a mechanical or electrical failure, and not a power failure of any kind such as power surge. You will be reimbursed up to five hundred dollars ($500) one time during the coverage period. To receive payment, the appliance must be repaired by an Authorized Repair Technician and the following must be submitted: a copy of the repair invoice, an itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase of the replaced food as indicated on the list of food lost prior to the repair.

WASHER/DRYER PACKAGE- Parts and components of the clothes washer; parts and components of the clothes dryer.

NOT COVERED: plastic mini-tubs, soap dispensers, filter screens, venting, and lint screens.

LIMITATIONS: **WE WILL PAY NO MORE THAN $2,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR REPAIR OR REPLACEMENT OF A KITCHEN APPLIANCE, REFRIGERATOR WITH ICEMAKER OR WASHER/DRYER**.

PLUMBING SYSTEM- Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots; Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders' standard), interior hose bibs, toilets of similar quality **($500 limit on toilets)**; Toilet wax seal rings; Instant hot water dispensers; Valves for shower, tub, and diverter angle stops, rinses and gate valves; Permanently installed interior sump pumps (used for storm water only); Built-in bathtub whirlpool motor and pump assemblies; Stoppages/clogs, including hydro jetting, within 125' of access point; Polybutylene piping **($1,000 limit per Coverage Period)**; and Main line stoppages if a ground level clean out is available.

NOT COVERED: stoppages and clogs that cannot be cleared by cable or hydro jetting, or that can only be cleared through roof vent, access to drain or sewer lines from vent or removal of water closets and/or toilets, costs to locate, access or install ground level clean out; , bathtubs and showers or their associated faucet or drain mechanisms, sinks, toilet lids and seats, cabling or grouting, whirlpool jets, septic tanks, water softeners, pressure regulators, recirculating pumps, inadequate or excessive water pressure, sewage ejector pumps, re-routing of plumbing lines, holding or storage tanks, saunas or steam rooms, back-up and battery sump pump systems, basket strainers.

LIMITATIONS: **WE WILL PAY NO MORE THAN $2,500 FOR DIAGNOSIS, REPAIR OR REPLACEMENT OF ANY COVERED PLUMBING SYSTEM IN THE AGGREGATE.** WE ARE NOT RESPONSIBLE FOR COSTS TO ACCESS ANY COVERED ITEM THAT IS CONCRETE ENCASED OR OTHERWISE INACCESSIBLE. WE WILL PROVIDE ACCESS TO PLUMBING ONLY THROUGH UNOBSTRUCTED WALLS, CEILINGS OR FLOORS, AND WILL RETURN ACCESS OPENINGS TO A ROUGH FINISH. WE WILL PAY NO MORE THAN $2,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL PLUMBING REPAIRS REQUIRED DUE TO RUST.

WATER HEATER- Parts and components of gas, tankless, electric, or oil water heaters, including circulating pumps, problems resulting from sediment; except:

NOT COVERED: solar water heaters or components; fuel tanks, secondary holding or storage tanks; noise, energy management systems, flues and vents, units exceeding 75 gallons, drain lines and drain line components.

LIMITATIONS: **WE WILL PAY NO MORE THAN $1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE REPAIR OR REPLACEMENT OF TANKLESS OR OIL WATER HEATERS. FOR ALL OTHER TYPES OF WATER HEATERS, WE WILL PAY NO MORE THAN $2,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE REPAIR OR REPLACEMENT COVERED ITEMS.**

ELECTRICAL SYSTEM- Parts and components, except:

NOT COVERED: fixtures, face plates, carbon monoxide alarms, detectors or related systems, audio/video/computer/intercom/alarm or security wiring or cable, inadequate wiring capacity, solar power systems and panels, direct current (D.C.) wiring or components, damages due to power failure or surge, circuit overload, solar components, energy management systems.

LIMITATIONS: **WE WILL PAY NO MORE THAN $2,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL COVERED ELECTRICAL REPAIRS REQUIRED DUE TO RUST.**

CENTRAL AIR CONDITIONING SYSTEM- All components and parts of the following air conditioning systems: Ducted central electric split and package units, geothermal, wall air conditioners, split and package units, evaporative coolers, mini-split ductless system(s). When a heat pump or split system type of condensing unit has failed and a replacement is required, We will replace with a condensing unit that meets federally mandated requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement condensing unit such as the air handler, evaporative coil, transition, plenum, indoor electrical duct connection, accessible refrigerant and condensate drain lines, and thermostatic expansion valve.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump, window units, water towers, chillers, chiller components, and water lines, inaccessible refrigerant and condensate drain lines, filters, registers, grills, cooler pads, window units, condenser housing, gas or propane air conditioners, general maintenance and cleaning, improper use, [systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications, except as otherwise noted in this Agreement], zone control and related components of forced air systems, Wi-Fi enabled thermostat, use of cranes or other lifting equipment to repair or replace units/system components.

LIMITATIONS: **COVERAGE UNDER THIS SECTION IS LIMITED TO THE MAIN COOLING SOURCE TO THE HOME. SYSTEM MUST BE DESIGNED FOR RESIDENTIAL APPLICATION AND CANNOT EXCEED A 5-TON CAPACITY. A MAXIMUM OF 2 UNITS ARE COVERED PER AGREEMENT. DURING THE COVERAGE PERIOD, WE WILL PAY NO MORE THAN $1,500 PER COVERED SYSTEM AND COMPONENT FOR DIAGNOSIS, ACCESS, AND REPAIR OR REPLACEMENT OF ANY HOT WATER OR STEAM CIRCULATING HEATING SYSTEMS OR GEOTHERMAL/WATER SOURCE HEAT PUMP. FOR ALL OTHER TYPES OF SYSTEMS, WE WILL PAY NO MORE THAN $5,000 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

HEATING SYSTEM- All components and parts of the following heating system(s): forced air (gas, electric, oil), geothermal, wall mounted heaters, floor furnaces, package units, heat pumps, mini-splits, hot water or steam circulating heat, electric baseboard, cable heat (if main source of heat to the Covered Property or room).

NOT COVERED: Solar heating systems, glycol systems, baseboard casings, oil storage tanks, portable units, fireplaces, key valves, electronic air cleaners, registers, grills, clocks, timers, heat lamps, fuel storage tanks, vents, humidifiers, gas heat pump systems, outside or underground piping and components for geothermal and/or water source heat pumps, Wi-Fi enabled thermostat, Management Systems (i.e. an energy management system controlled outside of the standard controls, including but not limited to smart phone applications that can interface with Your thermostat/HVAC unit; or a built in damper system that can modify airflow to sections of a property), improper use of metering devices, condensate pumps, after market inducer fan motors, pellet stoves, cable heat, wood stoves, solar heating and components

LIMITATIONS: **COVERAGE UNDER THIS SECTION IS LIMITED TO THE MAIN HEATING SOURCE TO THE HOME. SYSTEM MUST BE DESIGNED FOR RESIDENTIAL APPLICATION AND CANNOT EXCEED A 5-TON CAPACITY. A MAXIMUM OF 2 UNITS ARE COVERED PER AGREEMENT. DURING THE COVERAGE PERIOD, WE WILL PAY NO MORE THAN $1,500 PER COVERED SYSTEM AND COMPONENT FOR DIAGNOSIS, ACCESS, AND REPAIR OR REPLACEMENT OF ANY HOT WATER OR STEAM CIRCULATING HEATING SYSTEMS OR GEOTHERMAL/WATER SOURCE HEAT PUMP. FOR ALL OTHER TYPES OF HEATING SYSTEM/FURNACE, WE WILL PAY NO MORE THAN $5,000 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

DUCTWORK- Duct from heating unit to point of attachment at registers or grills.

NOT COVERED: registers and grills, insulation, asbestos-insulated ductwork, flues, vents and breaching, ductwork exposed to outside elements, separation due to settlement and/or lack of support, damper motors, electronic, computerized and manual systems management and zone controllers, diagnostic testing of, or locating leaks to, ductwork including but not limited to as required by law, ordinance or regulation, or when required due to the installation or replacement of system equipment.

LIMITATIONS: WHEN AUTHORIZED REPAIRS REQUIRE ACCESS TO DUCTWORK, WE WILL ONLY PROVIDE DIAGNOSIS, REPAIR, SEALING, OR REPLACEMENT TO DUCTWORK THROUGH UNOBSTRUCTED WALLS, CEILINGS OR FLOORS (OBSTRUCTIONS INCLUDE BUT ARE NOT LIMITED TO FLOOR COVERINGS, APPLIANCES, SYSTEMS AND CABINETS). IF THE DUCTWORK IS ACCESSIBLE ONLY THROUGH CONCRETE ENCASED FLOOR, WALL, OR CEILING WE WILL PAY NO MORE THAN $1,000 FOR DIAGNOSIS, REPAIR, OR REPLACEMENT OF SUCH DUCTWORK. **FOR ALL OTHER TYPES OF DUCTWORK, WE WILL PAY NO MORE THAN $2,500 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

INSTALLED HUMIDIFIER (1 Unit attached to HVAC or Furnace)- All parts and components, except:

NOT COVERED: Vapor pads, filters, water panels, disposable canisters, supply lines, drain hose, outdoor temperature sensors, filter grills and other maintenance related parts that are intended to be replaced periodically.

LIMITATIONS: **WE WILL PAY NO MORE THAN $500 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

DOORBELLS- All parts and components, except:

NOT COVERED: door bells associated with intercom systems, video and/or monitors, and battery-operated door bells.

LIMITATIONS: **WE WILL PAY NO MORE THAN $200 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

CEILING FANS AND EXHAUST FANS- Motors; Bearings; Switches; Blades; and Controls.

NOT COVERED: whole house fans, belts, shutters, filters, light fixtures.

LIMITATIONS: **WE WILL PAY NO MORE THAN $500 IN THE AGGREGATE DURING THE COVERAGE PERIOD.**

CENTRAL VACUUM- All mechanical system components and parts.

NOT COVERED: ductwork, blockages, accessories.

LIMITATIONS: **WE WILL PAY NO MORE THAN $400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH VACUUM.**

BURGLAR AND FIRE ALARM SYSTEMS- All components and parts.

NOT COVERED: any wiring or parts located outside the main confines of the home, batteries, video and/or monitors, sprinkler alarms and systems.

LIMITATIONS: **WE WILL PAY NO MORE THAN $400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH BURGLAR AND FIRE ALARM SYSTEM.**

GARAGE DOOR OPENER- All components and parts of the garage door opener including, remote receiving/transmitting devices, hinges and springs, except:

NOT COVERED: garage doors, adjustments, infra-red sensors, chains, tracks and rollers.

LIMITATIONS: **WE WILL PAY NO MORE THAN $500 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF GARAGE DOOR OPENER.**

INSTANT HOT WATER DISPENSER- All components and parts.

LIMITATIONS: **WE WILL PAY NO MORE THAN $200 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

INSIDE TELEPHONE LINE- Parts and labor costs for repairs of all fittings, splitters, outlets and other passive equipment for inside telephone wire and telephone jacks, inside cable wire and cable outlets, and inside internet wire and internet connections.

NOT COVERED: structured wiring panels, outside drop wiring, installation of new jacks, installation of additional wire beyond that which is required to be repaired to reestablish the functions of the Covered Items and running additional wire through the walls.

LIMITATIONS: COVERAGE IS ONLY AVAILABLE FOR COVERED PROPERTIES WITH AN ELECTRICAL SERVICE ENTRANCE RATED AT OR BELOW 400 AMPS. **WE WILL PAY NO MORE THAN $200 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS.**

ADDITIONAL HOMEOWNER COVERAGE INCLUDED

- Building code violations up to $250 in the aggregate when required during a covered repair or replacement.
- Building permits up to $250 per occurrence when required during a covered repair or replacement.
- Increases appliance limit to $5,000 for professional series appliances for each eligible appliance.
- Removal of all defective equipment that is replaced by Us under the terms of this Service Agreement.
- Coverage of systems with mismatched components, and improperly installed systems.

LIMITATIONS: **WE WILL PAY NO MORE THAN $750 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY IMPROPERLY MISMATCHED AND/OR UNKNOWN IMPROPER INSTALLATION.** WE WILL REPAIR OR REPLACE ANY COVERED ITEM THAT FAILS OR IS IDENTIFIED DUE TO AN ASSOCIATED FAILURE THAT WAS NOT PROPERLY MATCHED IN SIZE OR EFFICIENCY, AND/OR IMPROPERLY INSTALLED, PROVIDED THAT IT WAS UNKNOWN OR COULD NOT BE KNOWN TO HOMEOWNER, REAL ESTATE OR OTHER AGENT BY A VISUAL INSPECTION OR SIMPLE MECHANICAL TEST PRIOR TO THE COVERAGE PERIOD START DATE. IF A SERVICE REQUEST IS MADE PURSUANT TO THIS SERVICE AGREEMENT OPTION, WE RESERVE THE RIGHT TO REQUEST A COPY OF ANY VISUAL OR MECHANICAL TEST THAT MAY HAVE BEEN PERFORMED BY A HOME INSPECTOR OR OTHER LICENSED MECHANICAL CONTRACTOR.

EXCLUSION: CODE VIOLATIONS FOR ITEMS NOT LOCATED ON THE COVERED PROPERTY.

OPTIONAL HOMEOWNER COVERAGE

The following additional coverages are available at Your option provided the additional Agreement price is paid. Your coverage depends upon the Plan and optional coverages You selected. Your selected Plan and any optional coverages are listed on Your Declarations Page. The same standard coverage inclusions, exclusions and limitations as Homeowner Coverage apply to Optional Coverage.

HOME ELECTRONICS – Desktops with printers, Laptops, Tablets, Routers, Peripherals, Televisions, Speakers, Home Theaters, Game Consoles, DVD/BluRay players, Monitors, Audio/Visual Streaming Devices, Wearable electronics – All components and parts necessary for proper operation of the device.

NOT COVERED: **cosmetic damage, software issues, accessories not essential to core functionality, acts of theft or loss, pre-existing conditions, and damage caused by power surges unless a surge protector is in use. Coverage excludes intentional damage, normal wear and tear, and damage from non-residential use.**

LIMITATIONS: **COVERAGE IS LIMITED TO ITEMS USED IN A SINGLE-FAMILY RESIDENTIAL SETTING. WE WILL PAY NO MORE THAN $1,000 IN THE AGGREGATE FOR THE REPAIR OR REPLACEMENT OF COVERED ITEMS PER CLAIM, AND NO MORE THAN $5,000 IN THE AGGREGATE PER AGREEMENT TERM**.

LIMITS OF LIABILITY

1. **Delays.** Problems cannot always be diagnosed and repaired on the first Service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
2. **Model/Serial Numbers**. We are not responsible for repair or replacement of a system or appliance lacking a visible Model or Serial Number.
3. **Obstructed Items**. We are not responsible for providing access to, or closing access from, any Covered Item which is concrete- encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.).
4. **Opened Walls/Ceilings**. If it is necessary to open walls or ceilings to make repairs, We will close the opening, provided the walls and/or ceilings were not damaged by water prior to the Authorized Repair Technician beginning its Services or repairs, and return to a rough finish condition, subject to the monetary limits in this Service Agreement. We are not responsible for the restoration of wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint, or other surfaces. Similarly, We are not responsible for the repair of any cosmetic defects.
5. **Hazardous Materials.** We will have no liability for the removal of, failure to detect, or contamination of any asbestos, radon gas, mold, or other hazardous products or materials as a result of failure to detect any asbestos, radon gas, mold, or other hazardous products or materials.
6. **Consequential Damages**. We are not responsible for consequential or secondary damages. This includes, but is not limited to, repair of conditions caused by any of the following: chemical or sedimentary build up, insect infestation, mold, mildew or bacterial manifestations, misuse or abuse, theft or vandalism, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, intentional acts, riot, lightning, mud, earthquake, soil movement or settlement, storms, accidents, pest damage, Force Majeure events (as defined below), failure due to excessive water pressure, or any other perils not considered loss or damage due to normal wear and tear.
7. **Force Majeure**.
   a. This Service Agreement is not insurance but covers "normal wear and tear." This Service Agreement does not cover any damage to Your home or home system caused by or as a direct or indirect result of a Force Majeure Event, including but not limited to, acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authorities, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, and any other cause beyond Our reasonable control.
   b. When a Force Majeure Event occurs, We will make commercially reasonable efforts to fulfill its obligations under this Service Agreement. Force Majeure Events may result in delays or Our inability to perform under this Service Agreement. If We are unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then Our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall We be liable to You for its failure to fulfill its obligations for damages caused by any Force Majeure Event.
8. **Loss of Use Damages**. WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE ANY COVERED ITEMS OR PROPERTY TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.
9. **Repairs/Replacements.** We have the sole right to determine whether any Covered Item will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced, subject to all other provisions of this

Service Agreement. Where replacement equipment of identical dimensions is not readily available, We are responsible for providing installation of similar quality equipment but NOT for the cost of construction or carpentry made necessary by different dimensions. We are not responsible for upgrading or matching color or brand. During the first 30 days of the Homeowner's Coverage Period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinuation, 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 market value of similar parts.

10. **Commercial Grade Equipment**. We are not liable for the repair or replacement of commercial grade equipment, systems, or appliances. **We will pay no more than $5,000 in the aggregate during the Coverage Period for the repair or replacement of professional series or similar appliances, including, but not limited to brand names such as Sub-Zero, Viking, Bosch, JENN- AIR, GE Monogram, Thermador, subject to all other provisions, limitations, and exclusions in this Service Agreement.**
11. **Routine Maintenance**. We are not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance and cleaning pursuant to the manufacturer's specifications.
12. **Warrantied Products**. We will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall. Our responsibilities will be secondary to any other extended or in-home warranties that exist for the covered systems, components, and appliances.
13. **Cash Settlement Option**. We reserve the right to offer a cash settlement in lieu of repair or replacement in the amount of Our actual cost for the repair or replacement services and equipment necessary to effectuate the repair and/or replacement, which may be less than the retail price, to repair or replace any Covered Item.
14. **Authorized Repair Technician.** Customer understands and agrees that We are not a contractor. We will not be the Authorized Repair Technician and We will not perform the Services under this Service Agreement. We engage third party contractors to service homes under the Service Agreement. We will subcontract with Authorized Repair Technicians that meet Our standards. You understand and agree that We: (i) are not liable for the negligence, omissions, or other conduct of the Authorized Repair Technician; and (ii) are not an insurer of the Authorized Repair Technician's performance.
15. **Second Opinions.** We reserve the right to require a second opinion, which We will obtain at Our own cost.
16. **Remedies**. You understand and agree that Your sole remedy under this Service Agreement is the recovery of the cost of the covered repair or replacement, whichever is less. **You understand and agree that, in no event, will Our liability exceed $5,000 per Covered Item in the aggregate or $15,000 for all Covered Items in the aggregate during the Coverage Period.**

EXCLUSIONS

The following exclusions are in addition to the items listed as "NOT COVERED" in the Coverage sections of this Service Agreement. Where this Service Agreement requires an item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, We reserve the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.

1. **Management Systems. Electronic or computerized energy management or lighting and appliance management systems are excluded from coverage.**
2. **Non-essential Components. Items not required for Covered Items to function, which may include but is not limited to: accessories, clocks, timers, lights, shelves, meat probe assemblies, audio/visual components, internet connectivity devices, remote control devices except garage door opener remotes, freezers or dispensers which are not an integral part of a refrigerator, lock and key assemblies; unless specifically listed under the covered items section.**
3. **Hazardous Substances. Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon gas, mold, or other hazardous substances, and We have no obligation to arrange for, and will have no liability for, the removal of the hazardous substance(s). If any hazardous materials are encountered while performing the Services, the Authorized Repair Technician has no obligation to continue the work until the hazardous materials are abated, encapsulated, or removed, or it is determined that no hazard exists. The Authorized Repair Technician will comply with U.S. Environmental Protection Agency regulations regarding lead paint. This may require an extension of time to complete the work.**
4. **Excluded Repairs. We are not liable for repairs related to adequacy or capacity of Covered Items in the Covered Property; or previous repair of Covered Items not completed under this Service Agreement; or problems or failures caused by a manufacturer's defect. We are not responsible for providing upgrades, including but not limited to SEER standard, R-410A and/or 7.7 HSPF or higher compliant, as well as any other efficiency required by federal, state, or local governments.**
5. **Common Systems and Appliances. Except as otherwise provided in the Property Eligibility section, common systems and appliances are excluded.**
6. **Building Permits. You understand and agree that We will not contract for services when permits cannot be obtained.**

SERVICE AGREEMENT TERMS

We will provide You with written notification of any material changes to this Service Agreement 30 days in advance of the implementation of such changes. You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Service Agreement by providing written notice within the 30-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 30-day period, You will be deemed to have accepted the change.

CANCELLATION

1. You may void this Agreement within 30 (thirty) days of the coverage effective date for a full refund of the Service Agreement fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties, that is not paid or credited within 30 (thirty) days after termination of this Agreement pursuant to this paragraph.
2. You may cancel this Agreement within 30 (thirty) days of the coverage effective date if a claim has been made, or at any time thereafter, at which time You may be entitled to a refund of unearned Service Agreement fees paid less a processing fee of twenty-five dollars ($25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in You owing Us payment for services provided, We may bill You for the lesser of the net amount due to Us or the unpaid annual term Service Agreement fee. We will bill or charge You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill You if such a mechanism is not available.
3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If We terminate for fraud or material misrepresentation, this Agreement is void and We shall refund all paid Service Agreement fees if no claims have been made. If a claim has been made, We will follow normal cancellation procedures as outlined in this section.

ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION. THIS SECTION SHALL NOT APPLY IF PROHIBITED IN YOUR STATE.

Notwithstanding the foregoing, You have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to Us via certified mail within thirty (30) days of the purchase of this Agreement.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, You, We, and the Administrator (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim 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 this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the

AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. 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. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. Each Party is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorneys fees.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

USE OF PERSONAL INFORMATION

By entering into this Agreement, You agree that any personal information that You provide to Seller, Obligor, and/or Administrator in connection with this Agreement, whether required or not, constitutes permission for Seller, Obligor, and/or Administrator to add Your personal information to customer databases and to use and share your information as set forth in the Privacy Policies of the Seller, Obligor and Administrator. You may opt out of receiving marketing communications from Seller, Obligor, and/or Administrator as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

TRANSFER OF SERVICE AGREEMENT

If Your Covered Property is sold during the Coverage Period, You may transfer this Service Agreement to the new owner by notifying Us. You must inform Us of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Service Agreement is available upon request. You may not otherwise assign this Service Agreement without Our prior written consent.

We may assign this Service Agreement, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

INSURANCE

IN ALASKA, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY ILLINOIS INSURANCE COMPANY, NAIC # 35246, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN CALIFORNIA, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY APPLIED ASSURANCE COMPANY, NAIC # 21962, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN CONNECTICUT AND MAINE, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY PENNSYLVANIA INSURANCE COMPANY, NAIC # 21962, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN FLORIDA AND NEW YORK, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250 GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. IN ALL OTHER STATES, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY CONTINENTAL INDEMNITY COMPANY, NAIC # 28258, 10825 OLD MILL ROAD, OMAHA, NE 68154.

IF THE ADMINISTRATOR 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.

FINANCIAL GUARANTEE

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT APPLIED WARRANTY SERVICES AT (833) 985-1503.STATE SPECIFIC PROVISIONS

THIS **AGREEMENT** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama Residents: In addition to Your cancellation rights listed above, if this Agreement is cancelled, the Homeowner 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 this Agreement is cancelled within 20 days of the date the service contract Agreement was mailed or within 10 days of delivery if this Agreement is delivered at the time of sale and no claims have been made, this Agreement holder is entitled a refund of 100% of the premium. A 10%

penalty per month shall be added to a refund that is not paid or credited to You within 45 days after return of the Agreement to the Administrator.

Arizona Residents: Ob Obligations of the Obligor under this Service Agreement are insured under a reimbursement insurance policy underwritten by Continental Indemnity Company, 10825 Old Mill Road, Omaha, NE 68154. References to unknown defects are changed to pre-existing defects. Pre-existing defects are covered if the defect is not detectable through visual inspection or simple mechanical test. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (602) 364-2499 or difi.az.gov. Exclusions listed in the Agreement apply once the Covered Product is owned by You. The CANCELLATION section, 2., is revised as follows: You may cancel this Agreement within 30 (thirty) days of the coverage effective date if a claim has been made, or at any time thereafter, at which time You may be entitled to a refund of unearned Service Agreement fees paid less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Service Agreement purchase price, whichever is less and less any claims paid.

Arkansas Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 45 days after the cancellation of this Agreement.

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

Connecticut Residents: If You purchased this Agreement in Connecticut, You may pursue mediation to settle disputes between You and the provider of this Agreement. In the event that the parties cannot reach agreement, You may file a formal written 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, including a description of any attempts made to resolve the dispute and the results of such attempts and include a copy of this Agreement. In the event Your Covered Property is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Property or the Covered Property is sold, lost, stolen, or destroyed.

Florida Residents: **This Agreement may not provide listing period coverage free of charge**.
You have the right to assign this Agreement, at least 15 days from the date the home is sold or transferred, to a subsequent retail purchaser of the home covered by this Agreement. We may charge an assignment fee not to exceed $40. This Agreement may be canceled by the purchaser within 10 days after purchase. The refund must be 100 percent of the gross premium paid, less any claims paid on the Agreement. An administrative fee may be charged, not to exceed 5 percent of the gross premium paid by the warranty agreement holder. After the Agreement has been in effect for 10 days, if the Agreement is canceled by the warranty holder, a return of premium shall be based upon 90 percent of unearned pro rata premium less any claims that have been paid. If the Agreement is canceled by the association for any reason other than for fraud or misrepresentation, a return of premium shall be based upon 100 percent of unearned pro rata premium, less any claims paid on the Agreement. A home warranty association may effectuate a refund through the issuing sales representative. Please contact Us electronically or in writing if You prefer to receive this Agreement via United States mail.
The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Obligor in Georgia is Applied Warranty Services. Unless otherwise required by the laws of the state where the Covered Items is located, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia without regard to principles of conflicts of law. **Cancellation** is amended as follows: For cancellations by the Homeowner within the first thirty (30) days of the Agreement coverage period, the Homeowner will receive a full refund of the Agreement purchase price. If this Agreement is cancelled by the Homeowner within the first thirty (30) days of the Agreement coverage period, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the Obligor receives the cancellation request. For cancellations by the Obligor within the first thirty (30) days of the Agreement coverage period, the Homeowner will be refunded 100% of the unearned pro rata Agreement purchase price, less claims paid. If the Obligor or the Homeowner cancels this Agreement after the first thirty (30) days of the Agreement coverage period, the Homeowner will be refunded 100% of the unearned pro rata Agreement purchase price, less claims paid. For cancellations by the Obligor, notice of cancellation will be in writing and given at least thirty (30) days prior to cancellation. No service, cancellation or administrative fees will be charged or deducted. Arbitration section is removed.

Hawaii Residents: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. In addition to Your cancellation rights listed above, You may cancel this Agreement within 30 days of the date this Agreement was mailed to You or within 20 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 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 5 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.

Iowa Residents: If this Agreement is cancelled within 20 days of the date the service contract Agreement was mailed or within 10 days of delivery if this Agreement is delivered at the time of sale and no claims have been made, this Agreement holder is entitled a refund of 100% of the premium. A 10% penalty per month shall be added to a refund that is not paid or credited to You within 45 days after return of the Agreement to the Administrator. The administrative fee for cancellation after 20 days shall be no greater than 10% of the total purchase price. 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 Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Obligations of the service company under this service contract are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed with the service company, the service contract holder is entitled to make a claim directly against the reimbursement insurance policy.

Louisiana Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 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 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 Residents: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least 15 days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by the service contract holder may be charged by the provider.

Maryland Residents: This Agreement may be canceled by You (1) Within 20 days after receipt of the Agreement if mailed to You, or; (2) Within 20 days after the date of delivery of the Agreement if delivered to You at the time of sale. 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 45 days after the cancellation of this Agreement. You will be paid 10% of the value of the consideration paid for the Agreement for each month that the refund is not paid or credited.

Massachusetts Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 45 days after the cancellation of this Agreement. The provider of the service contract shall mail a written notice to the contract holder, including the effective date of the cancellation and the reason for the cancellation, at the last known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider, material misrepresentation or a substantial breach of duties by the service contract holder relating to the Covered Property or its use.

Minnesota Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 45 days after the cancellation of this Agreement.
The provider of the service contract shall mail a written notice to the contract holder at the last known address of the service contract holder contained in the records of the provider at least 15 days before cancellation by the provider. Five days' notice is required if the

reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the Covered Property or its use. The notice must state the effective date of the cancellation and the reason for the cancellation.

Montana Residents: The provider of the service contract shall mail a written notice to the contract holder, including the effective date of the cancellation and the reason for the cancellation, at the last known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider, material misrepresentation or a substantial breach of duties by the service contract holder relating to the Covered Property or its use.

Nevada Residents: Unknown defects are covered if the defect is not detectable through visual inspection or simple mechanical test. In addition to Your cancellation rights listed above, You may cancel this Agreement within 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. The CANCELLATION section, 2., First Sentence, is revised as follows: You may cancel this Agreement within 30 (thirty) days of the coverage effective date if a claim has been made, or at any time thereafter, at which time You may be entitled to a refund of unearned Service Agreement fees paid less a cancellation fee of twenty-five dollars ($25) and less the cost of any services performed pursuant to the Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. This Agreement shall be noncancelable by Obligor, except for: Nonpayment of Agreement fees by You; or Fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim. 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 refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. The SERVICE AGREEMENT TERMS section is deleted in its entirety.
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 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 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. Unless otherwise required by the laws of the state where the Covered Component and/or System is located, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflicts of law. If You are not satisfied with the manner in which We have handled a claim, You may contact the Commissioner toll-free at (888) 872-3234. **COVERAGE UNDER THIS AGREEMENT WILL BE SUBJECT TO AT LEAST A THIRTY (30) DAY WAITING PERIOD. THE WAITING PERIOD COMMENCES FROM THE DATE PAYMENT IS RECEIVED.**

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

New York Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 30 days after the cancellation of this Agreement. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least fifteen days prior to cancellation by the provider. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by the service contract holder relating to the covered property or its use.

New Mexico Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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. 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 (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

North Carolina Residents: The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: 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. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Applied Warranty and Insurance Services, LLC is the obligor of this Agreement. New Leaf Service Contracts, Inc. is the Administrator of this Agreement. Our Oklahoma Service Warranty License No. is 511658891.

Oregon Residents: 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. Arbitration section of this Agreement is removed.

South Carolina Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 45 days after the cancellation of this Agreement. If the provider cancels the service contract, the provider shall mail a written notice to the contract holder at the last known address of the service contract holder contained in the records of the provider at least fifteen days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the Covered Property or its use.
In the event of a dispute with the provider of this contract, 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 Residents***:** Obligor will provide You with written notification of any material changes to this Agreement 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 45-day period prior to the effective date of the change. If You do not respond prior to the expiration of the 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.
You may apply for reimbursement directly to the insurer if a covered service is not provided by Us before the 61st day after you provide proof of loss.
This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3049. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

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 CONTRACT.

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 Residents: If this Agreement is canceled by Obligor, such cancellation will be effective no sooner than 30 days after delivery or first-class mailing of a written notice to You. 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. The Obligor under this Agreement is insured by Continental Indemnity Company, NAIC #28258, 10825 Old Mill Road, Omaha, NE 68154, Toll Free at (833) 985-1503. The CANCELLATION section, 3., is replaced as follows: We may cancel this Agreement during the first sixty (60) days, for any reason, by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After the first sixty (60) days, We may cancel this Agreement by mailing You a notice of cancellation at least ten (10) days

prior to the effective date of cancellation for non-payment of premium and thirty (30) days prior to the effective date of cancellation for material misrepresentation, a substantial change in the risk assumed, unless We should reasonably have forseen the change or contemplated the risk when entering into the Agreement, or a substantial breach of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain the Agreement number, the date of notice, the effective date of cancellation and a detailed explanation of the reason for cancellation.

Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 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.

Virginia Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 45 days after the cancellation of this Agreement.
If you are unable to contact or obtain satisfaction from the home service contract provider then you may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.

Washington residents: cancellation may be made by Agreement Holder at any time. If cancelled within 30 days of acceptance of Obligor, and no Service request has been made, this Agreement Holder is entitled to a full refund of this Agreement proceeds. A ten percent penalty per month shall be added to a refund of the purchase price that is not paid or credited within thirty days after return of the service contract to the service contract provider. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. 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. **EMERGENCY SERVICE:** If You are unable to reach Administrator at (844) 687-7267and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Administrator Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Wisconsin Residents: In addition to Your cancellation rights listed above, 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 processing fee of $25 does not apply to Wisconsin residents. 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. 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. We may only cancel this Agreement for nonpayment of the Agreement purchase price, material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Property/Covered Item or its use. 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 this Agreement purchase price, less any claims paid on Your Agreement.
THIS AGREEMENT 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 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. 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 Wisconsin without regard to principles of conflicts of law. Arbitration section of this Agreement is removed.

Wyoming Residents: In addition to Your cancellation rights listed above and in accordance with Section 26-49-103 of the Wyoming Insurance Code, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 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 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.