

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**. **Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages 5-9 of this Agreement.**

I. DEFINITIONS:

- (1) **We, Us, Our** and **Obligor** – the provider and company obligated under this **Agreement** is [EGV Companies, Inc., 50 N. Laura St. Suite 2500, Jacksonville, Florida 32202 [(844-947-4237)]]. This **Agreement** is not available in California and Washington.
- (2) This **Administrator** – [EGV Companies, Inc. 50 N. Laura St. Suite 2500, Jacksonville, Florida 32256 [(844-947-4237)]] - 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.
- (8) **Act of War** - Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of *war*, or which directly precipitates or provokes *war*.
- (9) **Computer System** - Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
- (10) **Cyber risk** - Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of, any *computer system*; any error or omission involving access to, or the processing, use, or operation of, any *computer system*; any partial or total unavailability or failure to access, process, use, or operate any *computer system*; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.
- (11) **Political risk** - Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; nationalization; confiscation; expropriation; deprivation; requisition; revolution; rebellion; insurrection; uprising; military and usurped power; or any action taken by a governmental authority in response to the foregoing.
- (12) **War** - A state or period of hostile armed conflict, or military or paramilitary action, between two or more or within any of the following: a nation, a state, a government, a territory, a ruler, or a political, militarized, terrorist, or ruling group. It includes any acts or events associated with, connected with, or occurring in the course of such conflict or action, or directly precipitating or provoking such conflict or action. This definition applies regardless of whether war has been officially or formally declared, or whether governments have officially recognized the conflict or action as war.
- (13) **Illegal activities** – Any actual or alleged violation of any federal, state or local regulation, statute or law; any forgery, conversion, secretion, or embezzlement; or any dishonest, fraudulent, criminal, or illegal act.

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. 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 provides benefits to **YOU** and only as expressly stated herein.

This Agreement only covers residential properties including single family homes, townhomes, 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. Coverages available:

Central Air Conditioning, Central Home Heating, Interior Electrical System, Plumbing System (Does Not Include Fixtures), Water Heater, Doorbell System, Septic System, Programmable Thermostat, Well Pump, Range/Oven/Cooktop, Kitchen Exhaust Fans, Kitchen Refrigerator – excluding icemaker, Dishwasher, Built-In Microwave, Garbage Disposal, Garage Door Opener, Free-Standing Freezer, Ceiling Fans, Clothes Washing Machine, Clothes Dryer, Swimming Pool, Spa, Additional Air Conditioning Unit, Icemaker (In Refrigerator or Stand Alone), Wine Cooler, Secondary Refrigerator – excluding icemaker.

V. TO OBTAIN SERVICE:

1. **You** are required to receive prior approval from **Us** before service work can be performed under this **Agreement**. **You** should notify **Us** as soon as the problem is discovered. **We** will accept service calls from [8:00 AM to 5:00 PM CST Monday through Friday] at 844-947-4237.

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 urgent@omegahomecare.com. 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.

2. Upon request for service, **We** will contact an authorized **Service Provider** within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized **Service Provider** will contact **You** to schedule a mutually convenient appointment during normal business hours. **We** will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If **You** should request **Us** to perform non-emergency service outside of normal business hours, **You** will be responsible for payment of additional fees and/or overtime charges.
3. **We** have the sole and absolute right to select the **Service Provider** to perform the service; and **We** will not reimburse for services performed without prior approval.
4. **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 **Our** approved **Service Provider** and is payable to **Our** 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.

VI. APPLIANCE AND SYSTEM 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.**

1. COOLING/HEATING SYSTEMS: **We will cover up to [\$3,000] per system per 12-month period listed below. The [\$3,000] limit includes any costs for access, diagnosis, repair or replacement and installation.**

- A. **Central Air Conditioning (includes Heat Pumps):** (Electric only) **We** will cover up to [\$3,000]. Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. **NOT COVERED: All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.**
- B. **Central Home Heating:** (Gas or Electric) **We** will cover up to [\$3,000]. **COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: All other components, including but not limited to: Ductwork, Solar heating systems, fireplaces, chimneys, heat**

lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

- C. **Additional Air Conditioning Unit (includes Heat Pumps):** (Electric only) We will cover up to [\$3,000]. Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. **NOT COVERED: All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.**
2. **APPLIANCES AND OTHER SYSTEMS:** We will cover up to [\$1000] per appliance or system per 12 month period listed below. The \$1000 limit includes any costs for access, diagnosis, repair or replacement, and installation.
- A. **Water Heater:** (Gas or Electric) We will cover up to [\$1000]. **COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. **NOT COVERED: All other components, including but not limited to: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.**
- B. **Range/Oven/Cooktop:** We will cover up to [\$1000]. **COVERED:** surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. **NOT COVERED: All other components, including but not limited to: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.**
- C. **Built-In Microwave:** We will cover up to [\$1000]. **COVERED:** door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. **NOT COVERED: All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.**
- D. **Kitchen Refrigerator – excluding icemaker:** We will cover up to [\$1000]. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.**
- E. **Icemaker (In Refrigerator or Stand Alone):** We will cover up to [\$1000]. **COVERED:** mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. **NOT COVERED: All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.**
- F. **Dishwasher:** We will cover up to [\$1000]. **COVERED:** heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. **NOT COVERED: All other components, including but not limited to: Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.**
- G. **Kitchen Exhaust Fan:** We will cover up to [\$1000]. **COVERED:** all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. **NOT COVERED: All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.**
- H. **Interior Electrical System:** We will cover up to [\$1000]. **COVERED:** all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. **NOT COVERED: All other components, including but not limited to: Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including**

wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

- I. **Plumbing System:** We will cover up to [\$1000]. **COVERED:** all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. **NOT COVERED: All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.**
- J. **Doorbell System:** We will cover up to [\$1000]. **COVERED:** All components and parts, except as noted as Not Covered. **NOT COVERED: All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.**
- K. **Septic System:** We will cover up to [\$1000]. **COVERED:** sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. **NOT COVERED: All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.**
- L. **Programmable Thermostat:** We will cover up to [\$1000]. **COVERED:** Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. **NOT COVERED: all other components.**
- M. **Swimming Pool and/or Spa:** We will cover up to [\$1000]. **COVERED:** coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except: **NOT COVERED: All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.**
- N. **Well Pump:** We will cover up to [\$1000]. **COVERED:** all components and parts of well pump utilized for main dwelling only, except: **NOT COVERED: All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.**
- O. **Clothes Washer:** We will cover up to [\$1000]. **COVERED:** water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts. **NOT COVERED: All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**
- P. **Clothes Dryer:** We will cover up to [\$1000]. **COVERED:** gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. **NOT COVERED: All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
- Q. **Garage Door Opener:** We will cover up to [\$1000]. **COVERED:** all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. **NOT COVERED: All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.**
- R. **Ceiling Fans:** We will cover up to [\$1000]. **COVERED:** ceiling fan motors and controls (replaced with builders standard). **NOT COVERED: All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.**
- S. **Garbage Disposal:** We will cover up to [\$1000]. **COVERED:** all mechanical and electrical components and parts. **NOT COVERED: All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.**

- T. **Freezer (Free-Standing):** We will cover up to [\$1000] per appliance or system per 12-month period. The \$500 limit includes any costs for access, diagnosis, repair or replacement and installation. **COVERED:** All parts and components that affect the operation of the unit. **NOT COVERED: All other components, including but not limited to: Icemakers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.**
- U. **Wine cooler:** We will cover up to [\$1000]. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits. **NOT COVERED: All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.**
- V. **Secondary Refrigerator – not including icemaker:** We will cover up to [\$1000]. **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.**

VII. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

1. We will not pay more than the current market value for any appliance, system or item unless otherwise noted in **SECTION VI. - APPLIANCE AND SYSTEM COMPONENTS.**
2. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, [\$5,000] per twelve (12) month period.
3. We have the sole right to determine whether a covered item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
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, service agreement, warranty, 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 within the first sixty (60) days from the date of initial Agreement Purchase Date.
- 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. Failures due to an inherent design flaw from the manufacturer.
- Q. Sewage backup.
- R. This agreement does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.
- S. This agreement does not provide any benefit or payment for any loss directly or indirectly resulting from: *cyber risk*; *political risk*; *war* or *acts of war*; weapons of mass destruction; pollution or contamination (including threat thereof); nuclear reaction, radiation, or contamination; *illegal activities* of or on behalf of you or any person in lawful possession of the vehicle; confiscation, seizure or destruction of property; or abandonment.

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** o 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 **You** 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 **You** 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) 50 N. Laura St. Suite 2500, Jacksonville, Florida 32202, Attn: Legal or (2) complianceofficer@omegaaautocare.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.

VIII. 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 EGV Companies, Inc. policy to respect the privacy of our customers. For information on EGV Companies, Inc. privacy practices, please review our privacy policy www.omegahomecare.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: EGV COMPANIES, INC., OBLIGATIONS TO PERFORM UNDER THIS **AGREEMENT** ARE INSURED BY JEFFERSON INSURANCE COMPANY, 9950 MAYLAND DR, RICHMOND, VA 23233 (800) 548-8510. 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.

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** by administrator or obligor.

Arizona: **CANCELLATION OF THE AGREEMENT** section is amended as follows: In the event of cancellation, the cancellation fee will be the lesser of \$75 or ten percent (10%) of the purchase price 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 and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection Division. **You** may directly file any complaint with the Arizona Department of Insurance and Financial Institutions 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 Arizona Department of Insurance and Financial Institutions at 602-364-2499. **Exclusions listed in the Agreement apply once the Covered Product is owned by You. Limit of Coverage Liability and Conditions, 4.,** 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 revised to delete the following: **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.**

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.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. **CANCELLATION** section is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After thirty (30) days, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, 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 return of the **Agreement** to **Us**. **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **We** cancel this **Agreement**, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. The funding party must hold a power of attorney in order to cancel this **Agreement** for non-payment. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed. The "EXCLUSIONS-WHAT IS NOT COVERED" section of this **Agreement** is amended as follows: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement**.

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 of \$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 the **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.

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 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 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 must 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 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**.

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 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**.

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: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. **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: The DEFINITION of Obligor means D&P Holdings, Inc., 18 Augusta Pines Dr., Suite 220W, Spring, TX 77389, 800-353-1123.

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 a repair is needed outside of **Our** normal business hours, **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**.

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 Purchase Price**, 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 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 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**.