

Home Warranty of America

I. GENERAL COVERAGE PROVISIONS

A. Coverage

1. During the Coverage Period, Our sole responsibility will be to arrange for an Authorized Repair Technician to provide Service(s) for Covered Systems and Components located at the Covered Property in accordance with the definitions, terms, and conditions of this Contract.
2. **UNLESS OTHERWISE STATED IN SECTION IV BELOW, COVERAGE BEGINS ON THE COVERAGE PERIOD START DATE, THIRTY (30) DAYS FOLLOWING INITIAL PAYMENT AND CONTRACT START DATE. ANY SERVICES NEEDED PRIOR TO THE COVERAGE PERIOD START DATE ARE YOUR SOLE RESPONSIBILITY.**
3. Coverage will only apply to system and component malfunctions explicitly listed as "Included" under Your purchased Plan. Certain items and events are not covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on pages 1-4 for coverage details.
4. This Contract does not cover any Breakdowns known prior to the Coverage Period Start Date.
5. **WE ARE NOT AN AUTHORIZED REPAIR TECHNICIAN and will not actually be performing the repair or replacement of any systems or components.**
6. Our obligation to pay for repair or replacement under this Contract is limited to \$5,000 per Covered System and Component and \$15,000 in the aggregate during the Coverage Period, subject to the further limitations set forth herein.

B. Definitions

1. "Administrator" means AIG WarrantyGuard, Inc., 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # 1-877-637-7890.
2. "Authorized Repair Technician" means the service contractor that We assign in response to Your request for Service ("Service Request").
3. "Contract" means this service contract between You and Us, including the Coverage Letter.
4. "Contract Start Date" means the start date of the Contract.
5. "Coverage Letter" means the letter attached to this Contract that includes Your specific Plan and coverage information.
6. "Coverage Period" means the duration of time that the Covered Property is eligible for coverage under Your Plan.
7. "Coverage Period End Date" means the date that Your Coverage Period ends, as listed on the Coverage Letter.
8. **"COVERAGE PERIOD START DATE" MEANS THE DATE THAT YOUR COVERAGE PERIOD BEGINS, WHICH IS THIRTY (30) DAYS FOLLOWING THE CONTRACT START DATE ("WAIT PERIOD").**
9. "Covered Property" means the address identified on the Coverage Letter that is eligible for coverage under this Contract. The Covered Property must be a single-family home, town home or condominium (including manufactured housing if anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless:
a) An alternative dwelling type (i.e., 5,000 square feet or more, new construction, or multiple units) is applied for by phoning 888-492-7359; and b) We approve such alternative dwelling type as a covered property. Covered Property must be owned or rented residential-use property and not commercial property or residential property converted into a business.
10. "Covered Systems and Components" means systems and components as specifically described herein as "Included" under Your Plan and (a) that are located inside the confines of the main foundation of the Covered Property (except for attached garages, detached garages, pools, spas, well pumps, septic tank pumps, and air conditioners, which may be located at the Covered Property but not necessarily located within the confines of the main foundation) and (b) are in proper working order on the Coverage Period Start Date and (c) become inoperative due to mechanical or electrical failures caused by normal wear and tear ("Breakdown").
11. "HWA" means Home Warranty of America, Inc.
12. "Plan" means the specific service plan and any optional add-on coverages that You purchased and that are covered under the terms of this Contract, as set forth on the Coverage Letter.
13. "Seller" means HWA or the entity or organization that sold You this Contract, as identified on Your Coverage Letter.
14. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a Breakdown in accordance with the provisions set forth in this Contract.
15. "Trade Call Fee" means an amount due by You per Service Request for a Service visit by an Authorized Repair Technician, as listed on the Coverage Letter.
16. "We," "Us," "Our," "Obligor," and "Company" mean AIG WarrantyGuard, Inc., 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # 1-877-637-7890 ("AIGWG"), in D.C. and all covered states except Florida and California. In Florida, they mean AIG Warranty Services of Florida, Inc., 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # 1-877-637-7890 ("AWSF"). In California, they mean HWA.
17. "You", "Your," and "Customer" mean the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.
18. "SEER Standard" means current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement for the state of the Covered Property.

II. COVERAGE DURATION

- A. Your coverage begins on the Coverage Period Start Date and ends on the Coverage Period End Date, provided initial payment is received on or before the Contract Start Date.
- B. **IF WE ELECT TO RENEW YOUR PLAN, WE WILL NOTIFY YOU OF ANY REVISED TERMS (INCLUDING ANY INCREASE TO THE PRICE OF THE PLAN(S)) AT LEAST THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE CURRENT COVERAGE PERIOD. YOU WILL AUTOMATICALLY BE RENEWED FOR ONE (1) YEAR COVERAGE PERIODS UNLESS (i) YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN EXPIRATION, BY MAIL AT P.O. BOX 850, LINCOLNSHIRE, IL 60069 OR BY EMAIL AT CANCEL@HWAHOMEWARRANTY.COM OR (ii) WE NOTIFY YOU AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE APPLICABLE COVERAGE PERIOD THAT YOUR CONTRACT WILL NOT BE RENEWED. YOUR FIRST RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER YEAR. RENEWED COVERAGE PERIODS WILL NOT BE SUBJECT TO ANY WAIT PERIOD. IF YOU REQUEST TO CANCEL AFTER AUTOMATIC RENEWAL TAKES PLACE, WE WILL HONOR YOUR REQUEST TO CANCEL IMMEDIATELY PURSUANT TO SECTION VIII(E) BELOW. IF YOU HAVE ANY QUESTIONS, OUR TOLL-FREE NUMBER IS 888-492-7359. YOU MAY CANCEL THIS CONTRACT AT ANY TIME AS DESCRIBED IN SECTION VIII(E) BELOW.**
- C. **PRICE AND PAYMENT.** The amount of Your monthly charge or the amount You paid in full for the initial one-year term for the Plan(s) You have selected is set forth on Your Coverage Letter. Payment may be made in monthly installments or in full at the Contract Start Date or commencement of the renewal term(s), depending on the applicable payment method. **YOU AGREE TO MAKE ALL PAYMENTS DUE AND SUCH PAYMENTS WILL BE DRAFTED FROM A PRE-AUTHORIZED CREDIT CARD OR CHECKING ACCOUNT, BASED ON THE PAYMENT PLAN YOU CHOOSE. YOU WILL NOT RECEIVE A MONTHLY OR ANNUAL BILL, OTHER THAN ANY ADVANCE NOTICES RELATING TO COVERAGE OR RATE CHANGES OR NOTICES OR REMINDERS REQUIRED UNDER APPLICABLE LAWS RELATING TO AN AUTOMATIC RENEWAL.** . If Your payments are not current, We may refuse to provide service under the Plan(s). Except as otherwise specifically stated in this Contract, Your payments are non-refundable. Nevada residents see Section VIII.E. Cancellations below.

III. SERVICE CALLS

- A. You (including tenant if specifically authorized by the home owner) must notify Us for Service Requests to be performed under this Contract as soon as the problem is discovered. We will accept Service Requests 24 hours a day, 7 days a week, 365 days a year. In order for the Service Request to be covered, notice must be given to Us prior to expiration of this Contract.
- B. Under normal circumstances, We will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If You request non-emergency Service outside of Authorized Repair Technicians' normal business hours (i.e. usually 8 AM - 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees or overtime charges.
- C. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency Service (generally Breakdowns to Covered Systems and Components that are essential to health and safety and would pose a substantial risk to loss of life or peril, such as Breakdowns of heating, cooling, plumbing or substantial electrical service that renders the Covered Property otherwise uninhabitable).
- D. We have the sole and absolute right to select the Authorized Repair Technician to perform the Service. **We will not reimburse for any services performed without Our prior approval.**
- E. You must pay the Trade Call Fee for each Service Request in advance of any Services being scheduled. The Trade Call Fee applies to each Service Request dispatched and scheduled, including but not limited to those calls wherein coverage is deemed excluded, or denied. 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 an Authorized Repair Technician is on the way to Your Covered Property or at Your Covered Property. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the appropriate Trade Call Fee is paid in full and coverage is reinstated. The Coverage Period will not be extended to cover the duration of any suspension period.
- F. If Services performed under this Contract should fail, then We will provide for the necessary repairs without an additional Trade Call Fee for a period of ninety (90) days on parts and thirty (30) days on labor from the date the Services were materially complete.
- G. No Services will be provided if there is not an adult (over eighteen (18) years old) resident present, or the Authorized Repair Technician is prevented from entering a Covered Property

due to the presence of animals, insects, or unsafe conditions, or if the Covered System and Components is not easily accessible. In any such event, the Trade Call Fee will still be charged to and owed by the Customer.

H. You may make Your Service Request at HWAHomeWarranty.com or by calling 888-492-7359.

IV. COVERED SYSTEMS AND COMPONENTS

If included under Your Plan, the following Covered Systems and Components are covered only to the extent items are labeled as "Included" below, subject to all other provisions, limitations, and exclusions in this Contract, including Section VII Limitations and Exclusions below.

A. HEATING SYSTEM

INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home); for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below SEER standard and/or R-22 equipment standards and when We are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 Equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Baseboard casings - Oil storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Electronic air cleaners - Registers - Grills - Cloths - Timers - Heat lamps - Fuel storage tanks - Flues and Vents - Humidifiers - Commercial grade equipment - Gas heat pump systems - Outside or underground piping and components for geothermal and/or water source heat pumps - Electronic, computerized, and manual systems management and zone controllers - Systems with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices (i.e. thermal expansion valves) - We are not responsible for the costs associated with matching dimensions, brand or color made - Except when the optional SEER standard/R-410A modifications coverage is purchased, We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps - After-market inducer fan motors - Pellet Stoves - Cable heat - Wood stoves - Solar Heating and Components - Cost for crane rentals.

LIMITATIONS: Coverage under this section is limited to the main heating source not to exceed a 5 ton capacity. During the Coverage Period, We will pay no more than \$1,500 for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump. **NOTE:** We will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

PREMIUM COVERAGE INCLUDES: Filters and Heat Lamps

B. WATER HEATER (Gas, Tankless, Electric or Oil)

INCLUDED: All components and parts, including circulating pumps.

EXCLUDED: Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment - Problems resulting from sediment - Units exceeding 75 gallons - Drain pans and drain lines.

LIMITATIONS: We will pay no more than \$1,000 in the aggregate during the Coverage Period for repair or replacement of tankless or oil water heater.

PREMIUM COVERAGE INCLUDES: Problems resulting from sediment.

C. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills.

EXCLUDED: 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 any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment.

LIMITATIONS: When covered 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, but will not cover any costs as a result of or determined by diagnostic testing.

D. PLUMBING SYSTEM

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's standard as necessary) - toilet wax ring seals - 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, in drain and sewer lines up to 125 ft. from access point. Polybutylene piping is covered up to \$1,000 in the aggregate during the Coverage Period. Main line stoppages are only covered if there is a ground level clean out available.

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 125 ft. of access point) - Stoppages and clogs that can only be cleared through roof vent - Access to drain or sewer lines from vent or removal of water closets and/or toilets - Cost to locate, access or install ground level clean out - Hose bibs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads and shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Pressure regulators - Recirculating pumps - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Back up and battery sump pump systems - Basket strainers.

LIMITATIONS: We will pay no more than \$1,000 during the Coverage Period for diagnosis, repair or replacement of any Covered System and Component that is concrete encased or otherwise inaccessible. 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 and corrosion.

PREMIUM COVERAGE INCLUDES: 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).

E. ELECTRICAL SYSTEM

INCLUDED: All components and parts.

EXCLUDED: Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current ("D.C.") wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design - Circuit overload - Solar components - Energy management systems.

LIMITATIONS: We will pay no more than \$2,000 in the aggregate during the Coverage Period for any and all covered electrical repairs required due to rust and corrosion.

F. KITCHEN APPLIANCES

1. Dishwasher (Built-in)

INCLUDED: All components and parts.

EXCLUDED: Racks - Baskets - Rollers - Door seals - Portable dishwashers.

PREMIUM COVERAGE INCLUDES: Racks - Baskets - Rollers - Door seals.

2. Garbage Disposal

INCLUDED: All components and parts, including entire unit.

EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food.

3. Built-in Microwave Oven

INCLUDED: All components and parts.

EXCLUDED: Interior linings - Door glass - Cloths - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.

PREMIUM COVERAGE INCLUDES: Interior linings - Rotisseries - Cloths - Door seals - Lighting and handles.

4. Range/oven/cooktop (Gas or Electric; Built-in, or Free Standing).

INCLUDED: All components and parts.

EXCLUDED: Cloths (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass - Portable range/oven/cooktop.

PREMIUM COVERAGE INCLUDES: Racks - Rotisseries - Cloths - Door seals - Lighting - Handles and knobs.

5. Trash Compactor (Built-in).

INCLUDED: All components and parts.

EXCLUDED: Lock and key assemblies - Removable buckets - Door seals - Portable trash compactor.

PREMIUM COVERAGE INCLUDES: Removable buckets - Door seals.

G. DOOR BELLS

INCLUDED: All components and parts.

EXCLUDED: Door bells associated with Intercom Systems - Battery operated door bells.

H. CEILING FANS AND EXHAUST FANS

INCLUDED: Motors – Switches – Controls – Bearings – Blades.

EXCLUDED: Whole house fans – Belts – Shutters – Filters – Lighting – Venting ductwork related to exhaust fans.

LIMITATIONS: We will pay no more than \$400 in the aggregate during the Coverage Period.

I. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts.

EXCLUDED: 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.

J. BURGLAR AND FIRE ALARM SYSTEMS

INCLUDED: All components and parts.

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home – Batteries – Video cameras – Video 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.

K. GARAGE DOOR SYSTEMS

INCLUDED: All components and parts of the garage door opener.

EXCLUDED: Garage doors – Hinges and Springs – Infra-red sensors – Chains – Tracks – Rollers – Remote receiving/transmitting devices.

PREMIUM COVERAGE INCLUDES: Remote receiving/transmitting devices.

L. KITCHEN REFRIGERATOR w/Ice Maker

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks – Shelves – Ice crushers – Water and ice dispensers and their respective equipment – Water lines and valve to ice maker – Mini fridges – Wine coolers – Interior thermal shells – Freezers which are not an integral part of the refrigerator – Food spoilage – Door seals – Lighting and handles – Units moved out of the kitchen – Audio/visual components and internet connection equipment.'

M. WASHER/DRYER PACKAGE

1. Clothes Washer

INCLUDED: All components and parts.

EXCLUDED: Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Damage to clothing – Door seals.

2. Clothes Dryer

INCLUDED: All components and parts.

EXCLUDED: Venting - Lint screens - Knobs and dials - Damage to clothing - Door seals.

V. ADDITIONAL COVERAGE

The following coverage is included for You in Premier Plus plan or as additional add-on coverage if purchased under Your Plan and begins on Coverage Period Start Date.

A. AIR CONDITIONING/COOLER (not exceeding 5 ton capacity and designed for residential use) (Included in Premier Plus plan)

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts except for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below SEER standard and/or R-22 equipment standards and when We are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 7.7 HSPF or higher compliant.

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units – Water towers - Humidifiers - Improperly sized units - Chillers and chiller components - All exterior condensing, cooling and pump pads – Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - Cost for crane rentals - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices (i.e., thermal expansion valves) - We are not responsible for the costs associated with matching dimensions, brand or color made – Except when the optional SEER standard/R-410A modifications coverage is purchased, We will not pay for any modifications, upgrades, or additional work needed to evacuate and/or clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment.

NOTE: We will pay up to \$10 per pound for the cost for refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

PREMIUM COVERAGE INCLUDES: Filters, costs related to Freon recapture, and window units.

B. PREMIUM COVERAGE UPGRADE (Included in Premier Plus plan)

INCLUDED: This plan adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Additional applicable coverages are labeled as "Premium Coverage Includes" in the Covered Systems and Components, Additional Coverage and Optional Coverage sections of this Contract.

VI. OPTIONAL COVERAGE

The following coverages are available at Your option and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract.

A. IN GROUND OR BUILT INTO A PATIO OR DECK POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system, including pool sweep motors and timers.

EXCLUDED: Lights - Liners - Concrete encased above-ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets – Fuel storage tanks - Control panels – Control switches – Computerized Control boards - Built in or detachable cleaning equipment – Ornamental fountains and other waterfall type equipment – Pool cover and related equipment – Booster pump - Disposal filtration medium - Ionizers and Chlorinators – Skimmers – Fill line – Fill valves – Valve actuators – Turbo valves – Pop-up heads and similar components.

LIMITATIONS: We will pay no more than \$1,000 in the aggregate during the Coverage Period.

B. SALT WATER POOL EQUIPMENT (Only available with the purchase of the Pool and/or Spa Coverage)

INCLUDED: Circuit Board and Salt Cell

EXCLUDED: Salt

LIMITATIONS: We will pay no more than \$1,500 in the aggregate during the Coverage Period.

C. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling - Holding or storage tanks - Redrilling of wells.

LIMITATIONS: We will pay no more than \$1,500 in the aggregate during the Coverage Period.

D. STAND ALONE APPLIANCES

This coverage is available for each additional stand-alone refrigerator, freezer or ice maker.

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks - Shelves - Ice crushers - Water and ice dispensers and their respective equipment - Water lines and valve to ice maker - Mini fridges - Wine coolers - Interior thermal shells - Food spoilage - Door seals - Lighting and handles - Audio/visual components and internet connection equipment.

LIMITATIONS: We will pay no more than \$1,000 in the aggregate during the Coverage Period for repair or replacement on stand-alone ice maker or stand-alone freezer.

E. SEPTIC TANK PUMPING

INCLUDED: If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the Coverage Period. Coverage can only become effective if a septic certification was completed within ninety (90) days prior to Contract Start Date. We may require a copy of the certification prior to Service visit.

EXCLUDED: The cost of gaining or finding access to the septic tank - the cost of sewer hook ups - Disposal of waste - Chemical treatments – Tanks - Leach lines - Cesspools - Mechanical pumps and/or systems.

F. ORANGEPLUS UPGRADE

INCLUDED: – Water softeners - Increases toilet replacement of similar quality up to \$600 in the aggregate – Increases professional series appliances coverage (as further set forth in Section VII(J)) to \$2,000 in the aggregate - Removal of all defective equipment that is replaced by Us under the terms of this Contract. This plan also includes coverage of building code violations up to \$250 in the aggregate per Coverage Period as well as coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if necessary to affect repair or replacement. Re-Key up to six (6) locks (including deadbolts) inside the main confines of Your home or attached garage or unattached garage with up to four (4) new keys.

EXCLUDED: (For Re-Key Service Only): Door handles – Door knobs – Doors – Locks.

LIMITATIONS: All water softener components and parts, excluding leased or rented units, up to an aggregate of \$500 during the Coverage Period.

G. SEPTIC SYSTEM (Per Tank)/SEWAGE EJECTOR PUMP

INCLUDED: Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

EXCLUDED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), seepage pits.

LIMITATIONS: We will pay no more than \$500 in the aggregate during the Coverage Period.

H. GREENPLUS UPGRADE

INCLUDED: If a covered appliance (limited to Dishwasher, Refrigerator, Clothes Washer), Heating System (limited to Furnace), or Water Heater breaks down and it cannot be repaired, We will replace as follows: the covered appliance with an ENERGY STAR Qualified product (subject to availability) unit with all other similar features as existing appliance; the Heating System with a 90 percent (90%) efficiency model; and Water Heater with a tankless water heater.

LIMITATIONS: We will reimburse to Homeowner no more than \$1,500 for upgrade replacement of tankless water heater and will only reimburse upon submission of invoice and/or receipt indicating proof of replacement. Receipt for such replacement must be submitted to Us within Coverage Period. No costs for modifications or alterations will be paid for heating system.

I. SEER STANDARD/R-410A MODIFICATIONS

INCLUDED: If government regulations prevent Us from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and We provides an upgraded unit pursuant to Section IV(A) or V(A) of this Contract, then We will also pay for up to \$500 in the aggregate during the Coverage Period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues, additional costs associated with evacuating and cleaning the system of all R-22 and crane charges required to complete the replacement installation of the heating or air conditioning system.

EXCLUDED: Permits, cleaning, disposal or ductwork testing and/or sealing.

VII. LIMITATIONS AND EXCLUSIONS

A. All services, components, and systems not specifically identified as “Included” in this Contract are hereby excluded even if not specifically identified.

B. THE COVERAGE PERIOD IS EFFECTIVE THIRTY (30) DAYS FOLLOWING INITIAL PAYMENT AND CONTRACT START DATE. 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.

C. 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. We will pay no more than \$1,000 in the aggregate during the Coverage Period for Services on any Covered Systems and Components that are concrete encased or otherwise inaccessible or obstructed, subject to all other applicable limitations set forth in this Contract.

D. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by Us will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

E. Electronic or computerized energy management or lighting and appliance management systems are excluded.

F. Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon, gas, mold, or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated, or removed, or it is determined that no hazard exists (as the case may require). 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. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time and/or costs to complete the work.

G. We are not responsible for consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect infestation, mold, mildew, or bacterial manifestations, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, theft, intentional acts, riot, lightning, mud, earthquake, soil movement or soil 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.

H. 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 THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.

I. WE HAVE THE SOLE RIGHT TO DETERMINE WHETHER A COVERED APPLIANCE, SYSTEM, OR COMPONENT 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, LIMITATIONS, AND EXCLUSIONS IN THIS CONTRACT. 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 UPGRADE OR MATCHING COLOR OR BRAND. FOR THE FIRST THIRTY (30) DAYS OF YOUR COVERAGE PERIOD, WE ARE NOT LIABLE FOR REPLACEMENT OF ENTIRE SYSTEMS OR APPLIANCES DUE TO OBSOLETE, DISCONTINUED, OR UNAVAILABILITY OF ONE OR MORE INTEGRAL PARTS. HOWEVER, WE WILL PROVIDE REIMBURSEMENT FOR THE COSTS OF THOSE PARTS DETERMINED BY REASONABLE ALLOWANCE FOR THE FAIR VALUE OF SIMILAR PARTS.

J. We are not liable for repairs related to adequacy or capacity of appliances, components, and systems in the home; improper installation, design, or previous repair of appliances, components and systems; and problems or failures subject to a manufacturer's recall. Unless the optional coverage for such is purchased, We are not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components, or installation of different equipment and/or systems. Also, unless the optional coverage for such is purchased, We are not responsible for providing upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance, or component and/or part including but not limited to SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant as well as any other efficiency mandated by federal, state, or local governments.

K. We are not liable for the repair or replacement of commercial grade equipment, systems, or appliances. We shall pay no more than \$1,000 (\$2,000 when OrangePlus option is purchased) in the aggregate during the Coverage Period for professional series or similar appliances, including but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, etc., subject to all other provisions, limitations, and exclusions in this Contract.

L. We reserve the right to require a second opinion, at Our own cost.

M. We are not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. We will not be responsible for repairs of systems or components while still under manufacturer's or distributor's warranties. Our responsibilities will be secondary to any manufacturer or supplier warranty or other extended or in-home warranties or service contracts that exist for the included systems, components and appliances.

N. Except as otherwise provided under OrangePlus upgrade coverage, We are not responsible for removal and hauling away of old equipment or appliances. Where available, You may choose to pay an additional fee to the service vendor for removal and/or disposal of an old system, component, or appliance.
O. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost, which may be less than retail, to repair or replace any covered system, component, or appliance.
P. We will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies, or defects.
Q. Your sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$5,000 per covered item or \$15,000 in the aggregate during the Coverage Period.

R. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when applicable optional coverage is purchased), nor will We contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits, except when optional coverage for such is purchased.
2. When it is required to maintain compatibility with equipment manufactured to be the SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

VIII. MISCELLANEOUS PROVISIONS

A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE

1. It is the intent of both parties to resolve any disputes through negotiation between You and Us. The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.
2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being expressly waived.
3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**
4. This Contract will be governed, construed and enforced in accordance with the laws of the state where the Covered Property is located.
5. **ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US OR OUR AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING CLAIMS AGAINST US OR OUR AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING.**
6. Any failure by Us to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing any requirement at any time.
7. We will make commercially reasonable efforts to fulfill Our obligations under this Contract. Certain causes and events that are out of Our reasonable control ("Force Majeure Events") may result in Our inability to perform under this Contract. If We unable to perform our 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 Our failure to fulfill Our obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, pandemic, epidemic, acts of terrorism, acts of any governmental authority, 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. USE OF PERSONAL INFORMATION

By being a Customer under this Contract, using Our products and services, or by submitting Your personally identifiable information to AIGWG, AWSF, or HWA, You are consenting to (i) the terms of this notice and AIGWG and AWSF's privacy policy located at <https://www.aig.com/privacy-policy> and (ii) the terms of HWA's privacy policy located at www.HWAHomeWarranty.com/privacy.

C. ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner. In order to transfer coverage to the new owner of the Covered Property, You must notify Us of the change in ownership and provide the name of the owner. To start the transfer process please phone 888-492-7359. A copy of the Contract is available upon request.
2. We may assign this Contract, in whole or part, or any of Our rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that We shall have no further obligation to You. Except as set forth above, this Contract is not assignable by You without Our prior written consent.
3. This Contract will automatically renew at the conclusion of the first Coverage Period unless otherwise noted. You will be notified of any changes to the prevailing rate and terms for renewal at least thirty (30) days prior to auto-renewal.

D. MULTIPLE UNITS AND INVESTMENT PROPERTY

1. If this Contract is for duplex, triplex, or four-plex dwelling, for coverage to apply to common systems and appliances, then every unit within such dwelling must be covered by a separate HWA contract with applicable optional coverage.
2. If this Contract is for a unit within a multiple unit of five (5) or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.
3. Except as otherwise provided in this section, common systems and appliances are excluded.
4. Residential investment properties used as short term rentals (daily/weekly/monthly rentals) are excluded from coverage; the Covered Property must be a primary residence.

E. CANCELLATION

You may cancel this Contract at any time. If this Contract is cancelled within the first 30 days from the Contract Start Date and you have not made a claim, You are entitled to a full refund of the cost of this Contract. If You cancel this Contract within the first 30 days from the Contract Start Date and a claim has been made or if this Contract is cancelled after 30 days from the Contract Start Date, You will be entitled to a pro rata refund of the total purchase price paid for the unexpired term, less **any actual Service costs incurred by Us** and an administrative fee of the lesser of \$30 or 10% of the total purchase price.

We reserve the right to cancel this Contract upon at least thirty (30) days prior written notice. If We cancel this Contract, a pro-rata refund will be issued for the unexpired term, less the costs of any Services paid. However, in the event of Your fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Contract, cancellation may be immediate and without prior notice. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all Services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

F. SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY

This Contract is not a contract of insurance. Our obligations are secured by an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states with the exception of AR, CA, FL, MS, NC, NY, OK, and VA, where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

The Insurer and Obligor shall not be deemed to provide coverage and the Insurer and Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Obligor, Insurer, their parent companies, or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

G. MISCELLANEOUS STATE PROVISIONS

The following state-specific variations are in addition to the provisions set forth above and will control to the extent that they are inconsistent with any other provisions of this Contract:

Alabama Residents – If the Contract is cancelled within 20 days of the date the Contract was mailed or within 10 days of delivery if the Contract is delivered at the time of sale and no claims have been made, You are entitled to a refund of 100% of the Contract purchase price. The right to void the service contract during such period is not transferable and applies only

to the original contract purchaser. Otherwise, if this Contract is cancelled, You will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of the lesser of \$25 or 10% of the Contract Fee. Any refund due to You under this Contract may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original purchaser. For purposes of calculating a refund of the Contract price owed to You upon cancellation, the Contract price will include any application fee You paid. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to the provider. We reserve the right to cancel this Contract for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the Covered Property or its use. If We cancel this Contract, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. 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 Your payments made, and no refund of any kind will be issued.

Arizona Residents – This Contract does not exclude any preexisting conditions if such conditions were known or reasonably should have been known by Us or the person selling the Contract on Our behalf. If this Contract is cancelled at any time, you will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by you for the Contract. We may not cancel or void this Contract for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Contract due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. In the event You do not receive satisfaction under this Contract, You may contact the Arizona Department of Insurance and Financial Institutions' Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-3630 or by calling 800-325-2548.

Arkansas Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and no claims have been made, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. Otherwise, if this Contract is cancelled, You will receive a refund of the unearned portion of the purchase price based on time expired less an administrative fee of the lesser of \$30 or 10% of the purchase price. 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 Contract. A claim against Us may include a claim for the return of the unearned provider fee. **We reserve the right to cancel this Contract upon thirty (30) days written notice.** However, if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of Your duties relating to a covered product or its use, We may cancel this Contract immediately without any prior notice to You. If We cancel this Contract for any reason other than nonpayment, We will provide You with a pro rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid.

California Residents – We may not cancel this Contract during the initial term for which it was issued except for: (i) Nonpayment of protection contract fees; and (ii) fraud or misrepresentation of facts material to the issuance of such contract.

Colorado Residents – Action under this Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title 6, C.S.R., and a party to such an agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut Residents – If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Contract.

D.C. Residents – The right to void the service contract during the first 30 days is not transferable and applies only to the original contract purchaser. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to Us. We reserve the right to cancel this Contract upon at least 5 days' prior written notice to your last known address. Prior notice may not be provided if the reason for cancellation is nonpayment of the provider fee, Your material misrepresentation, or a substantial breach of Your duties relating to the covered product or its use. If We cancel this Contract for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid. We may also charge a reasonable administrative fee, not to exceed 10% of the gross provider fee.

Florida Residents – **Listing Coverage cannot be included at no charge.** Listing Coverage is available for an additional fee. Fees and rates for coverage under this Contract are NOT subject to regulation by the Florida Office of Insurance Regulation. If You cancel this Contract within the first thirty (30) days from the purchase date, You will be refunded 100% of the gross premium paid, less any claims paid under the Contract. We may also charge You a reasonable administrative fee, not to exceed 5% of the gross premium paid. Otherwise, if You cancel this Contract, You will be refunded 90% of the unearned pro rata premium, less any claims paid. **We reserve the right to cancel this Contract upon at least thirty (30) days prior written notice mailed to Your last known address.** If We cancel this Contract for any reason other than fraud or misrepresentation, We will refund 100% of the unearned pro rata premium, less any claims paid. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Contract, Our cancellation may be immediate and without prior notice. In the event of cancellation for customer fraud or misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

Georgia Residents – You may cancel this Contract at any time. If You cancel this Contract within the first thirty (30) days from the purchase date without making a claim, You will be refunded the full Contract price. If You cancel this Contract during the first thirty (30) days from the purchase date after making a claim or cancel this Contract after the first thirty (30) days from the purchase date, We will refund the excess of the consideration paid for the Contract, above the customary short rate for the expired term. We may only cancel this Contract for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Contract, We will refund any unearned portion of the purchase price on a pro rata basis. Claims paid will not be deducted from any refund due under this Contract. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Cancellations will comply with Section 33-24-44 of the Code of Georgia. If a claim covered by this Contract is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Contract is covered by an insurance policy, manufacturer's warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability. We will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies, or defects known to you or that reasonably should have been known to you.

Hawaii Residents – If You cancel this Contract within 30 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of sale and if You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the Contract during such period is not transferrable and applies only to the original Contract purchaser. 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 Contract.

Indiana Residents – Proof of payment for this Contract constitutes proof of payment to the insurer for the reimbursement insurance coverage specified in this Contract.

Iowa Residents – If the Contract is cancelled within 20 days of the date the Contract was mailed or within 10 days of delivery if the Contract is delivered at the time of sale and no claims have been made, You are entitled to a refund of 100% of the Contract purchase price. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. Otherwise, if You cancel this Contract, We will refund You an amount equal to one hundred percent of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time, less any claims paid. We may also charge a reasonable administrative fee in an amount no greater than ten percent of the total purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after return of the service contract to the provider. **We may cancel this Contract upon at least fifteen (15) days prior written notice to You.** However, prior notice is not required if the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of Your duties relating to the covered product or its use. If We cancel this Contract for any reason other than nonpayment of the purchase price, We will refund You an amount equal to one hundred percent of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time, less any claims paid. We may also charge a reasonable administrative fee, not to exceed ten percent of the total purchase price. The issuer of this Contract 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.

Louisiana Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. If this Contract is cancelled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. 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.

Massachusetts Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract.

Maryland Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of

sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

Maine Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A monthly penalty equal to 10% of the outstanding provider fee must be added to a refund that is not paid or credited within 45 days after return of the service contract to Us. Otherwise, if You terminate this Contract, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price. We may cancel this Contract by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Contract for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid.

Michigan Residents – If performance of this Contract is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Contract will be extended for the period of the applicable strike or work stoppage.

Minnesota Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. We reserve the right to cancel this Contract upon thirty (30) days written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Our duties under this Contract, cancellation may be made upon at least five days written notice to You. If We cancel this Contract, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. 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 of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

Missouri Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract.

Nevada Residents – The “E. CANCELLATION” section is deleted and replaced with: You may cancel this Contract at any time. If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and if You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the Contract during such period is not transferable and applies only to the original Contract purchaser. 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 Contract.

We reserve the right to cancel this Contract upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or Your failure to pay. If We cancel the Contract, You will receive a refund of the unearned pro-rata Contract price. We may also cancel this Contract due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed.

If the Contract has been in effect for seventy (70) days or more, We may only cancel this Contract before the expiration of the agreed term or one year after the effective date, whichever occurs first, due to the following: (1) Unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) discovery of fraud or material misrepresentation by the holder in obtaining the Contract, or in presenting a claim for service; or (3) an act or omission by You or a violation by You of any condition of the Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract. If we cancel this Contract, no cancellation fee will be imposed and no deduction for claims paid will be applied. If You are paying for your Contract on a monthly basis, We may not deny service to You for non-payment of the monthly fee; however, upon fifteen (15) days' notice of such non-payment by You, Your Contract will be cancelled. The notice of cancellation will include the reason and the effective date of cancellation.

Emergency service for goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported. In an emergency situation, if the repairs cannot be completed within 3 calendar days after the report of the claim, We will provide a status report to the holder and the Commissioner (at pcinfo@doi.nv.gov). The status report will include the following: A list of the required repairs or services; the reason causing the delay; the status of any parts required; the current estimated time to complete the repairs or services; and contact information for You to make additional inquiries concerning any aspect of the claim. We will respond to such inquiries not later than 1 business day after such an inquiry is made. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

New Hampshire Residents – In the event You do not receive satisfaction under this Contract, 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 – The right to void the service contract during the first 30 days from the purchase date is not transferable and applies only to the original contract purchaser. 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 Contract.

New Mexico Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and if You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. A 10% penalty per month must be added to a refund that is not paid or credited to You within 60 days after the cancellation of this Contract.

We reserve the right to cancel this Contract upon thirty (30) days written notice. If We cancel the Contract, a pro-rata refund will be issued for the unexpired term, less the costs of any claims made. No administrative fee will be imposed if We cancel the Contract. If this Contract has been in effect for at least seventy (70) days, We may not cancel this Contract before the expiration of the agreed term or one year after this Contract's effective date, whichever occurs first, except for the following reasons: 1) Your failure to make full payment by the due date; 2) Your conviction of a crime that results in an increase in the service required under the Contract; 3) discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim for service thereunder; or 4) discovery of an act or omission by You or a violation by You of any condition under this Contract, if it occurred after the effective date of this Contract and substantially and materially increased the service required under this Contract.

New York Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract.

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

Oklahoma Residents – The Contract is a home service contract subject to Oklahoma's Home Service Contract Act. AIG WarrantyGuard, Inc. is a registered Oklahoma home service contract provider.

Oregon Residents – The license number for AIG WarrantyGuard, Inc. in Oregon is 208059.

South Carolina Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not received any Service, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. 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, Telephone #: (800) 768-3467.

Texas Residents – Under normal circumstances, service will be initiated within 48 hours and completed as soon as reasonably possible. This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, phone # 512-936-3049. The purchase of a home warranty contract is optional and similar coverage may be purchased through other residential companies or insurance companies authorized to transact business in Texas. We may not cancel this Contract during the initial term unless (i) You do not pay a fee or charge due under the terms of the Contract, (ii) You engage in fraud or misrepresentation of facts material to the issuance of the Contract, or (iii) an interest in the residential property covered under this Contract is sold, and the Contract is contingent on an interest in the property not being sold.

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.

Utah Residents – This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. **Emergency Repairs:** In the event an emergency repair is required outside of Our normal business hours, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. **Proof of Loss:** Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim if it was not reasonably possible to provide proof within the required time and proof is provided as soon as reasonably possible thereafter. **Cancellation:** We may cancel this Contract during the first sixty (60) days of the Contract Period by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Contract during such time period for nonpayment of premium 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 the Contract by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breaches of contractual duties, conditions, or warranties. For repairs associated with emergency repairs performed outside of normal business hours You may submit fully paid repair invoices to invoiceprocessing@sndirect.com for consideration. Where Services are performed without Our prior approval We have the sole right to determine whether reimbursement will be provided.

Vermont Residents – You may cancel this Contract within 20 days of receipt of this Contract if You have not received any Service for a full refund of the amount paid by You under this Contract.

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

Washington Residents: – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and no claims have been made, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. We may cancel this Contract upon at least 21 days prior written notice of cancellation to Your last known address. The notice shall state the effective date of the cancellation and the true and accurate reason for the cancellation. **This Contract is not a contract of insurance**, but the obligations of the Obligor are secured by an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819. You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

Wisconsin Residents – THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Service Contract Provider is AIG WarrantyGuard, Inc., located at 500 West Madison, Suite 3000, Chicago, IL 60606-6613. Obligations of the provider under this Contract **are insured under a service contract reimbursement insurance policy**. The contract holder will be made whole before the insurer may retain amounts it has recovered. Proof of loss should be furnished by You to the Us as soon as reasonably possible and within one (1) year after the time required by this Contract. Failure to furnish such notice or proof within the time required by this Contract or to obtain preauthorization does not invalidate or reduce a claim, and We will not deny a claim unless We are prejudiced by such failure. You may cancel the Contract by calling Us at 888-492-7359. Cancellation becomes effective on the date the cancellation is requested. We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Contract for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee less: (1) any claims paid and (2) a reasonable administrative fee for cancellation not to exceed 10% of the provider fee. If We choose to non-renew, We will give sixty (60) days' notice to You. We can only change the rate upon renewal. We will give sixty (60) days' notice for any rate increase of 25% or more. In the event of total loss of covered property that is not covered by a replacement of the property under this Contract, You may cancel this Contract and receive a pro rata refund of any unearned provider fee, less any claims paid. If the Contract is cancelled within 20 days of the date the Contract was mailed or within 10 days of delivery if the Contract is delivered at the time of sale and no claims have been made, You are entitled to a refund of 100% of the Contract purchase price, and a 10% penalty per month will be added if the refund is not paid or credited within 45 days of the return of service contract to Us.

Wyoming Residents – If You cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Contract. The right to void the service contract during such period is not transferable and applies only to the original contract purchaser. 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 Contract. We may cancel this Contract by providing You with at least 10 days prior written notice of cancellation mailed to Your last known address. 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.

Signature: _____

Name: _____

Date: _____