YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS AND ARBITRATION INSERT CONSTITUTE YOUR ENTIRE AGREEMENT

INTERIOR ELECTRICAL LINE TERMS AND CONDITIONS

WHAT'S COVERED:

We will arrange and pay for the repair or replacement of the failing Interior Electrical Line within a Residential Property, for which You have sole responsibility. An Interior Electrical Line is defined as the high voltage wiring that services the interior limits of Your Residential Property from, and including, the distribution panel up to the points of use.

If You own a Residential Property that has multiple Units, for which You have sole responsibility, You must purchase a Service Agreement for each individual Unit for any one Unit to be eligible for service.

The maximum benefit limit is **$2,500** per Term, subject to the terms and conditions of this Service Agreement. Any repair charges beyond Your benefit limit are Your responsibility.

WHAT'S NOT COVERED:

We will not be responsible for any of the following:

1. DAMAGE OR NEGLIGENCE CAUSED BY YOU OR OTHERS, UNUSUAL CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, EARTHQUAKE, NATURAL DISASTER, FLOOD, CIVIL DISOBEDIENCE, RIOT OR WAR;
2. ANY WORK THAT CANNOT BE PERFORMED IN A SAFE MANNER;
3. CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES NECESSARY TO REASONABLY ACCESS THE REPAIR AREA;
4. THE CORRECTION OR UPGRADE OF ANY INTERIOR ELECTRICAL LINE IN ORDER TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS, ORDINANCES OR UTILITY REGULATIONS WHERE NO OPERATIONAL FAILURE HAS OCCURRED;
5. REPAIRS TO ANY SECTION OF YOUR INTERIOR ELECTRICAL LINE THAT YOU SHARE WITH ANY THIRD PARTY OR IS COVERED THROUGH A JOINT HOMEOWNER OR COOPERATIVE ASSOCIATION;
6. RESETTING OF CIRCUIT BREAKERS OR SYSTEM CONTROLS THAT CAN BE RESET BY YOU; HOMES WITH ALUMINUM WIRING OR ANY NON-PERMANENT ELECTRICAL WIRING; FAILURE ARISING FROM THE DISCONNECTION FROM OR INTERRUPTION TO THE MAIN ELECTRICAL SUPPLY; REPLACEMENT OF LIGHT BULBS, LIGHT FITTINGS, FUSES OR PLUGS; DOMESTIC APPLIANCES OR EQUIPMENT; TRANSFORMERS OR SERVICE ENTRANCE CONDUCTORS; OR
7. RESIDENTIAL PROPERTY WITH AN ELECTRICAL SERVICES ENTRANCE RATED AT LESS THAN 80 AMPS.

TERM:

Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided:

• You are not past due with any payments, and/or

• Neither You nor We cancel per the CANCELLATION/REFUND provisions below.

During the first year of Your Service Agreement, You are subject to an initial waiting period of thirty (30) days, during which time You will not be eligible for a Service Call, giving You eleven (11) months of coverage during the first year. Upon renewal (if applicable), You will not be subject

to a waiting period again.

HOW TO CALL FOR REPAIRS:

You must call HomeServe and one of their agents will assist in the diagnosis of Your repair and the scheduling of a visit from one of HomeServe's approved local technicians. Covered repairs are guaranteed against defects in materials and workmanship for one year. There is no deductible.

RENEWAL:

If You elected a continuous payment method and continue to make timely payments, this Service Agreement will automatically renew.

If You did not elect a continuous payment method, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage.

We reserve the right to not offer this Service Agreement upon renewal.

CANCELLATION/REFUND:

You may cancel this Service Agreement at any time by calling HomeServe. If You cancel within thirty (30) days of the Start Date, You will receive a full refund of Your payment less any claims paid by Us. If You cancel this Service Agreement more than thirty (30) days after the Start Date, You will be entitled to a pro-rata refund of any excess unused payments made by You, less any claims paid by Us. If at any time You find You already have similar coverage, or Your local utility company or municipality provides coverage, You can contact HomeServe to cancel and You will receive a full refund of Your payment less any claims paid by Us. You may be required to provide evidence of the similar coverage.

We may only cancel this Service Agreement:

• For non-payment of Service Agreement fees, or

• For Your fraud or misrepresentation of facts that are material to the issuance of this Service Agreement or benefits provided under it, or

• Should We discover that You already have coverage that is the same as that which is provided under this Service Agreement or that You are ineligible for coverage under this Service Agreement. In such instances, You will receive a full refund of any Service Agreement fees paid by You less any claims paid by Us.

If We cancel this Service Agreement, You will be notified in writing, such notice to be received by You no less than five(5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for cancellation. You will be entitled to a pro-rata refund of any excess unused payments made by You, less any claims paid by Us.

PRIVACY POLICY:

Any information that You provide under this Service Agreement will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by HomeServe, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on their behalf. HomeServe is a member of the HomeServe Plc group of companies. The HomeServe group of companies and their selected partners may use Your data for the purposes of training, testing, quality control, research, statistical analysis and to provide services to You. The HomeServe group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You. If You do not want to receive such information please call or write to HomeServe. To help keep Your information accurate and up to date HomeServe may use information from selected third parties. For further details on how HomeServe uses Your information, please see their

Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or complaints about HomeServe's Privacy Policy or how they are using Your information, please contact HomeServe. Telephone calls may be recorded and monitored.

ASSIGNMENT/AMENDMENT:

We reserve the right to assign, amend or adjust the price of this Service Agreement and to delegate any of Our obligations hereunder at Our sole discretion and without Your consent provided We give You thirty (30) days' prior notice. We may also assign or delegate to independent technicians or other third parties certain rights and responsibilities under this Service Agreement. You may not assign, amend or adjust the price of this Service Agreement or delegate any of Your obligations hereunder. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

TRANSFER:

This Service Agreement is not transferable by You.

KEY TERMS:

"Provider", "Issuer" or **"We", "Us"** or **"Our"** - TWG Home Warranty Services, Inc. at 175 West Jackson Blvd., Chicago, IL 60604, (866) 918-4680 is the entity obligated to provide service under this Service Agreement as the service agreement provider.

"Administrator" or **"HomeServe"** - HomeServe USA Repair Management Corp. ("HomeServe") at 1232 Premier Drive, Chattanooga, TN 37421, is the entity that will be administering the service under this Service Agreement as the service agreement administrator. You may contact HomeServe at the foregoing address or toll-free 1-877-444-7750.

"You" or **"Your"** - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Residential Property and other vital information.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions, the arbitration insert (unless prohibited by the laws of Your state) and Your Declaration Page.

"Service Call(s)" - Work performed on Our behalf to diagnose and eliminate a single covered repair.

"Residential Property" - A single structure used and zoned for residential occupancy that is affixed to a permanent foundation. This does not include recreational vehicles or property used for commercial purposes.

"Unit" - A self-contained space that includes, at minimum, a living area, kitchen and bathroom within a singular structure.

RESPONSIBILITY FOR BENEFITS OWED TO YOU:

This is not an insurance policy; it is a Service Agreement. HomeServe, Your Administrator, will serve as Your point-of-contact for all questions or concerns with respect to this Service Agreement. Performance under this Service Agreement is insured under an insurance policy that has been procured by the Provider.If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to refund any unearned portion of the Service Agreement fee within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206. All other terms and conditions of this Service Agreement are subject to, and modified by, the allocation of

responsibilities set forth in this paragraph, unless otherwise indicated for residents of Your state as detailed in the applicable state disclosures at the end of this Service Agreement.

ARBITRATION:

SEE INSERT FOR MANDATORY ARBITRATION PROVISIONS THAT APPLY TO THIS SERVICE AGREEMENT (UNLESS OTHERWISE PROHIBITED BY THE LAWS OF YOUR STATE).

STATE VARIATIONS:

The following state variations shall apply if inconsistent with any other terms and conditions of this Service Agreement.

Texas only: We will initiate service within forty-eight (48) hours of a request for services by You. This Service Agreement is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Agreement can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049.

The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR AN ATTORNEY OF YOUR CHOICE.

_____ _____

Buyer's Signature **Date**

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304

ARBITRATION OR SMALL CLAIMS ACTIONS.

THIS ARBITRATION PROVISION DOES NOT APPLY TO RESIDENTS OF OREGON AND WYOMING.

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF ALL OF US. YOU, TWG HOME WARRANTY SERVICES, INC. ("WE" or "US") AND HOMESERVE USA REPAIR MANAGEMENT CORP. ("HOMESERVE" or "WE" or "US") ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND OTHER PROCEDURES ARE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO ALL AGREE THAT:

A. THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT ANY STATE LAW APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM TWG HOME WARRANTY SERVICES, INC. OR HOMESERVE, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON. ARBITRATION WILL APPLY NOT ONLY TO CLAIMS AGAINST TWG HOME WARRANTY SERVICES, INC. OR HOMESERVE, BUT ALSO CLAIMS AGAINST THE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, INSURERS, CONTRACTORS, SUCCESSORS OR ASSIGNS OF TWG HOME WARRANTY SERVICES, INC. OR HOMESERVE, AS WELL AS THE ADMINISTRATOR, SERVICE AGREEMENT ADMINISTRATOR, ISSUER OR PROVIDER. ARBITRATION AND THIS PARAGRAPH SHALL APPLY TO CLAIMS THAT AROSE AT ANY TIME, INCLUDING CLAIMS ARISING BEFORE THIS PARAGRAPH BECAME BINDING ON THE PARTIES.

B. FOR CLAIMS OVER $10,000, THE AAA'S ARBITRATION RULES WILL APPLY. FOR CLAIMS OF $10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE THE AAA'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET ARBITRATION PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF $10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU WOULD LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.

C. **THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO AAA RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.**

D. IF YOU, TWG HOME WARRANTY SERVICES, INC., HOMESERVE OR A RELATED PARTY BENEFITTED BY THIS AGREEMENT INTENDS TO SEEK ARBITRATION, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. A REQUEST TO ARBITRATE A DISPUTE MAY BE MADE AT ANY TIME, EVEN IF A COURT ACTION HAS BEEN FILED, SO LONG AS NO FINAL JUDGMENT HAS BEEN GRANTED. NOTICE TO HOMESERVE SHOULD BE SENT TO 601 MERRITT 7, 6TH FLOOR, NORWALK, CONNECTICUT 06851, ATTN: LEGAL DEPARTMENT. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. HOMESERVE WILL PAY ANY FILING FEE, ADMINISTRATION, SERVICE OR CASE MANAGEMENT FEE, AND ARBITRATOR FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE, UP TO A MAXIMUM OF $1,500; PROVIDED, HOWEVER, THAT THE ARBITRATOR MAY AWARD COSTS AND EXPENSES TO ANY PARTY, IF ALLOWED BY LAW. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, HOMESERVE WILL PAY THE FEE DIRECTLY TO THE AAA.

E. **IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION C CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, TWG HOME WARRANTY SERVICES, INC. AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU, TWG HOME WARRANTY SERVICES, INC. AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR THE SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM TWG HOME WARRANTY SERVICES, INC. OR HOMESERVE, INCLUDING AS TO CLAIMS ASSERTED AGAINST ANY OF THE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, INSURERS, CONTRACTORS, SUCCESSORS OR ASSIGNS OF TWG HOME WARRANTY SERVICES, INC. OR HOMESERVE, AS WELL AS THE ADMINISTRATOR, SERVICE AGREEMENT ADMINISTRATOR, ISSUER OR PROVIDER.**

[NOTE: IF YOU ARE AN EXISTING CUSTOMER THIS PROVISION SHALL BECOME EFFECTIVE AS OF YOUR FIRST ANNUAL RENEWAL OCCURRING AFTER [MONTH, DAY, YEAR].]

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