

**Alabama only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. No claims paid by Us will be deducted from any refund, regardless of who initiates the cancellation. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; or (ii) material misrepresentation to Us relating to Your Home/Property or its use. In the event We determine You made a material misrepresentation to Us relating to Your Home/Property or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us. Parts used for Covered Repairs may include non-original manufacturer's parts.

**Arizona only:** If You are not aware of any pre-existing conditions, defects, or deficiencies with Your covered product prior to the Start Date of Your first Term then You will be eligible for this coverage. Pre-existing conditions that are unknown to You prior to the Start Date of Your first Term are covered under this Service Agreement. All other preexisting conditions are excluded. In the "Can We cancel?" section, the following shall be added to the end of the second bullet: "This Service Agreement will not be cancelled or voided due to: (1) Our acts or omissions or for Our failure to perform the services or repairs provided in a competent or workmanlike manner; or (2) any pre-existing conditions that were known or reasonably should have been known by Us or HomeServe; or (3) prior or unlawful acts relating to the covered product; or (4) a misrepresentation by Us or HomeServe." We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. Notwithstanding the Arbitration provision, You have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a service company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., phone number 602-364-2499. The "Assignment/Amendment" section is deleted in its entirety and replaced with the following: "We may assign this Service Agreement, in whole or in part at Our sole discretion pursuant to the sale of this Service Agreement or of Our or HomeServe's business to a third party, provided We give You 30 days' prior written notice of the changes. Any new terms and conditions required to reflect the new parties as a result of such assignment will be provided to You. No changes to coverage will be made. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations." You will be financially responsible for work which is not authorized in advance by HomeServe. If We are unable to complete a Covered Repair or provide a covered replacement, You may contact HomeServe to request that the Covered Repair(s) be conducted by a contractor not recommended by Us, or for permission to purchase a covered replacement, for which You may be eligible for reimbursement by Us. Please contact HomeServe for more information as to whether reimbursement is available to You.

**Arkansas only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us, or (iii) substantial breach of duties relating to the covered item(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered item(s) or its use, We may cancel, with 15 days' notice to You, any and all service agreements You have with Us. Parts used for Covered Repairs may include non-original manufacturer's parts.

**California only:** The provider of this Service Agreement is Virginia Surety Company, Inc., [175 West Jackson Blvd., 8th Floor, Chicago, IL 60604], [1-800-209-6206]. The administrator is HomeServe NA Insurance Services also known as Home Emergency Insurance Solutions (California License No. 0F79326), 7134 Lee Highway, Chattanooga, TN 37421. We will initiate service within 48 hours of a request for services by You. You are not required to complete and submit a form in order to make a Service Call. We may only cancel for: (a) non-payment by You; or (b) Your: (i) fraud; or (ii) misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We determine cancellation is warranted for these reasons, we may cancel this Service Agreement immediately with no notice to You. The "Responsibility for benefits owed to You" section of this Service Agreement is deleted in its entirety. The following sentence is added to the end of sub-section C of the "Arbitration" section: "If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular request for a remedy or claim for relief, then that request or claim (and only that request or claim) must be severed from the arbitration and

may be brought in court.”

**Colorado only:** Actions under a home warranty service 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.R.S. You may have a right of civil action under those laws, including obtaining the recourse or penalties specified in those laws. Covered Repairs will be initiated within 7 days of when You request a repair from HomeServe. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. **For Service Agreements that provide coverage for replacement by Us of gas-fueled appliance(s) and/or System(s) only:** If We determine Your covered gas-fueled appliance(s) and/or System(s) need to be replaced, You have the option, depending on the terms of Your Service Agreement, to have Us replace the gas-fueled appliance(s) and/or System(s) with a similar appliance or system that operates on electricity and that conforms to any applicable state efficiency requirement laws, up to the applicable Benefit Limit, or up to the remainder of Your Benefit Limit. Prior to Us providing a similar electric replacement, it is Your responsibility to carry out all conversion work necessary to accommodate the new electric appliance or system, such as capping Your gas supply line and running any electrical lines. Any conversion accommodation(s) must be performed by a licensed professional in compliance with local code under appropriate permits, as necessary, which would be separate from Your Benefit Limit. If Your replacement is for a gas-fueled furnace, HVAC System, boiler, or water heater, You may choose to replace it with a heat pump-based system. If Your replacement is for a gas-fueled stove, You may choose to replace it with an electric stove or an induction stove. We shall not be responsible for any costs greater than the cost to replace Your gas-fueled appliance or System with a comparable gas-fueled replacement or a similar electric appliance or system, up to the applicable Benefit Limit, or up to Your remaining Benefit Limit. **For Service Agreements that provide reimbursement for replacement of gas-fueled appliance(s) and/or System(s) only:** If We determine Your covered gas-fueled appliance(s) and/or System(s) need to be replaced, You have the option, depending on the terms of Your Service Agreement, to replace the gas-fueled appliance(s) and/or System(s) with a similar appliance or system that operates on electricity and that conforms to any applicable state efficiency requirement laws, up to the applicable Benefit Limit, or up to the remainder of Your Benefit Limit. We shall not be responsible for any costs greater than the cost to replace Your gas-fueled appliance or System with a comparable gas-fueled replacement or a similar electric appliance or system, up to the applicable Benefit Limit, or up to Your remaining Benefit Limit.

**Connecticut only:** In the event of a dispute with HomeServe, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Price, the cost of any repairs carried out under the Service Agreement and a copy of the Service Agreement. You may cancel if the covered product is returned, sold, lost, stolen, or destroyed. It is Your responsibility to provide care/maintenance of the covered product. If Your Service Agreement expires while an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts that are material to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Delaware only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us

**District of Columbia only:** If You cancel within 30 days of the date Your Service Agreement is sent to You, and no claim has been made, You will receive a full refund. A 10% penalty per month will be added to any refund not paid or credited to You within 45 days of the date of cancellation. If You cancel more than 30 days after the date Your Service Agreement is sent to You, or if a claim has been made at any time, You will receive a pro-rata refund less any claims paid by Us. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) substantial breach of

duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us.

**Florida only:** The provider of this Service Agreement is ServicePlan of Florida, Inc., [175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604] (License No. 70033). The administrator is HomeServe USA Repair Management (Florida) Corp., 7134 Lee Highway, Chattanooga, TN 37421. If You cancel more than 30 days after the Start Date, Your refund shall be based upon 90% of the unearned pro-rata Price less any claims paid by Us. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. If We cancel, Your refund shall be based upon 100% of the unearned pro-rata Price less any claims paid by Us. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation. You have the right to assign this Service Agreement to the purchaser of Your Home within 15 days of the date that Your Home is sold or transferred. We may charge an assignment fee not to exceed \$40. **We will not provide coverage to You free of charge during any period when Your Home is listed for sale.**

**Georgia only:** We may only cancel for fraud, material misrepresentation or non-payment by You. If We cancel, We shall provide written notice at least 30 days prior to cancellation. In the event We determine You committed fraud and/or a material misrepresentation, We may cancel any and all service agreements You have with Us pursuant to the terms thereof. If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. Nothing contained in any arbitration section shall affect Your right to file a direct claim against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6(c)(2).

**Idaho only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may immediately cancel, with no notice to You, any and all service agreements You have with Us.

**Illinois only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Indiana only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. Your proof of payment to HomeServe shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Service Agreement is not subject to Indiana insurance law.

**Iowa only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us, or (iii) substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with at least 15 days' notice to You, any and all service

agreements You have with Us. Parts used for Covered Repairs may include non-original manufacturer's parts. You must protect the covered product(s) from further damage. We are subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints not settled by Us may be sent to the Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

**Kansas only:** For the avoidance of doubt, damage caused by wildlife is included in exclusion 1 in the "General exclusions" section, meaning any damage caused by wildlife is not covered by this Service Agreement. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Kentucky only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Louisiana only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) or substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 15 days' notice to You, any and all service agreements You have with Us.

**Maine only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Maryland only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. If Your Service Agreement expires while an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed.

**Massachusetts only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation related to the covered product(s) or its use; or (iii) substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation related to the covered product(s) or its use and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us. For repairs conducted by HomeServe USA Energy Services (New England), LLC.: HomeServe USA Energy Services (New England), LLC operates in MA under Plumbing License No. 3609 as well as MP License No. 11355 held by Michael Maille.

**Michigan only:** If performance of this Service Agreement is interrupted because of a strike or work stoppage at Our place of business, the Term shall be extended for the period of the strike or work stoppage. We may cancel this

Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Minnesota only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement with 5 days' notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel any and all service agreements You have with Us pursuant to the terms thereof.

**Mississippi only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Missouri only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. Parts used for Covered Repairs may include non-original manufacturer's parts, refurbished merchandise, or substitute service, which shall comply with applicable state and federal laws.

**Montana only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us.

**Nebraska only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Nevada only:** If You are not aware of any pre-existing conditions, defects or deficiencies with Your covered product prior to the Start Date of Your first Term then You will be eligible for this coverage. If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not processed within 45 days of the date of cancellation, a penalty of 10% of the Price will be added to the refund for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. If You cancel within 30 days of the Start Date and claims have been paid by Us or You cancel more than 30 days after the Start Date, You will be entitled to a pro-rata refund. No claims paid by Us will be deducted from any refund. We may cancel within 70 days from the Start Date for any reason. After 70 days, We may only cancel for: (a) failure by You to pay an amount when due; or (b) Your conviction of a crime which results in an increase in the services required under this Service Agreement; or (c) the discovery of fraud or material misrepresentation by You in obtaining this Service Agreement or in presenting a claim for service thereunder; or (d) discovery of (i) Your act(s) or omission(s) or (ii) Your violation of any condition of Your Service Agreement, which occurred after the Start Date and which substantially and materially increases the service required under Your Service Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the Start Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Agreement was issued or sold.

**Emergency Service:** If the covered product provides plumbing, heating or cooling or electrical services for Your Home, and You sustain a failure of such product that renders Your Home uninhabitable, repairs will commence within 24 hours after You report the failure to HomeServe and will be completed as soon as reasonably possible. In addition, HomeServe will provide a status report no later than 3 calendar days after the report of the failure. A status report will also be provided to the Nevada Insurance Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than 3 calendar days after You report the failure. The status reports shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call 1-877-444-7737 to report such a failure. If You are not satisfied with the manner in which HomeServe is handling Your claim, You may contact the Nevada Division of Insurance at (888) 872-3234. **WAIT PERIOD – There may be a waiting period, during which You will not be able to request a Service Call. Any applicable waiting period will be indicated in the “When can You request a Service Call?” section.** The Assignment/Amendment section is deleted in its entirety and replaced with the following: We may assign this Service Agreement, in whole or in part and/or delegate any of Our obligations at Our sole discretion and without Your consent, provided We give You 30 days' prior written notice of the changes and provided that any change of Our obligations have been approved in advance with the Nevada Division of Insurance (in accordance with NRS 690C.215 (2)). Additionally, any new terms and conditions which may occur as a result of this change of obligations must have been filed in advance with the Nevada Division of Insurance. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations.

**New Hampshire only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. No claims by Us will be deducted from any refund. Any arbitration or dispute resolution is subject to and will not impede Your rights under New Hampshire RSA 542 except to the extent that New Hampshire RSA 542 is inconsistent with, or preempted by, the Federal Arbitration Act. If You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Jersey only:** The following shall be added at the top of the Service Agreement, immediately before the “This Service Agreement” section: **“PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A TRIAL BY JURY”**. Exclusion number 2 or 3, as applicable, in the “General exclusions” section shall be revised to read as follows: **“Excluded Damages (see “Limits of liability”), to the fullest extent permitted by applicable law, for example damages necessary to access the repair area.”** The last sentence of the “What is the Covered Repair Guarantee?” section shall be deleted and replaced with the following: “To the fullest extent permitted by applicable law, We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee.” The last sentence of the “Limits of liability” section shall be deleted in its entirety. Parts used for Covered Repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used. If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation or omission; or (iii) substantial breach of contractual obligations concerning Your Home/Property or its use. In the event We determine You made a material misrepresentation or omission and/or substantially breached contractual obligations concerning Your Home/Property or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us. For repairs conducted by HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC operates in NJ under HIC License No. 13VH05495400. This Service Agreement is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

**New Mexico only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 60 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 day period or portion thereof that the refund and any accrued penalties remain unpaid. We may cancel within 70 days from

the Start Date for any reason. After 70 days, We may only cancel for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered product or its use. If We cancel for any reason, We shall provide written notice to You at least 15 days prior to cancellation. In the event We determine You committed fraud and/or a material misrepresentation, We may cancel any and all service agreements You have with Us pursuant to the terms thereof. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. Our obligations under this Service Agreement are secured by a bond

**New York only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty per month will be added to the refund. Repairs are performed by licensed contractors. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation; or (iii) substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 15 days' notice to You, any and all service agreements You have with Us. HomeServe operates in Nassau County under HIC License Numbers H17802200 and H17802201. For repairs conducted by HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC operates in Nassau County under HIC License Nos. H36015000 & H36015001. It operates in NYC under HIC License No. 1464692-DCA. It operates in Suffolk County under contractor License Nos. 51571-RE, 51572-RE, 51573-RP, 51574- RP & 52362-H held by Erich Gehm. Where required by law, a local licensed contractor will handle certain portions of the work.

**North Carolina only:** We may cancel only for non-payment, or a direct violation of the Service Agreement, by You. The insurer of this Service Agreement shall assume responsibility for the administration of Service Calls if We or You are unable to do so.

**North Dakota only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Ohio only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Oklahoma only:** The provider of this Service Agreement is North American Warranty, Inc. (License No. 44201238). Coverage afforded under this Service Agreement is not guaranteed by Oklahoma Insurance Guaranty Association. If Your Service Agreement expires while an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Oregon only:** The provider of this Service Agreement is North American Warranty of Illinois, Inc., [175 West Jackson Blvd., 8th Floor, Chicago, IL 60604], [1-866-918-4680] (License No. 206174). HomeServe's Oregon Construction Contractors Board License No. is 205843. Our Oregon Construction Contractors Board License No. is 206174. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Pennsylvania only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related

to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Rhode Island only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us. For repairs conducted by HomeServe USA Energy Services (New England), LLC.: HomeServe USA Energy Services (New England), LLC operates in RI under licenses numbers MP1140, MPF1 & MR2 1859 held by Richard Rozzero II, 5 Constitution Way, Suite B, Woburn, MA 01801.

**South Carolina only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) a substantial breach of duties relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached duties relating to the covered product(s) or its use, We may cancel, with 15 days' notice to You, any and all service agreements You have with Us. If You have any questions regarding this Service Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (800) 768-3467.

**South Dakota only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Tennessee only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Texas only:** The purchase of this Service Agreement is optional and is not required to obtain financing. HomeServe's administrator license number is 258. If a covered service is not provided to You by Us before the 61<sup>st</sup> day after proof of loss or if We fail to issue any applicable refund within 45 days after cancellation, You are entitled to apply for reimbursement directly to the insurer, Virginia Surety Company, Inc., [175 West Jackson Blvd., 8th Floor, Chicago, IL 60604], [1-800-209-6206]. If You cancel and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) substantial breach of a duty relating to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached a duty relating to the covered product(s) or its use, We may cancel, with 5 days' notice to You, any and all service agreements You have with Us. Unresolved complaints concerning Us or HomeServe or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You must protect the covered product(s) from further damage. Under normal circumstances, We will initiate service within 48 hours of a request for services by You. **NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.**

**Utah only:** If You are not aware of any pre-existing conditions, defects or deficiencies with Your covered product prior to the Start Date of Your first Term then You will be eligible for this coverage. This Service Agreement will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the person selling the Service Agreement on Our behalf. If a claim form is required for reimbursement the following sentence shall be added immediately before the last sentence of the section "How can You request reimbursement?" within the



"Service calls" section: "If You do not return Your completed claim form within the 30 day time frame and can show that it was not reasonably possible for You to do so then this will not invalidate Your claim but You must return the claim form as soon as reasonably possible." The first bullet of the section "Can We cancel?" within the "Term, cancellation and renewal" section is deleted and replaced with: "We may cancel: (a) with no less than 10 days' notice to You for non-payment of the Price; or (b) with no less than 30 days' notice to You for: (i) Your material misrepresentation; (ii) substantial change(s) in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Agreement; or (iii) substantial breaches of Your contractual duties, conditions, or warranties" The second bullet of the section "Can We cancel?" within the "Term, cancellation and renewal" section ("We may cancel for any other reason on 60 days' notice to You.") is deleted in its entirety. In the event We determine You made a material misrepresentation, there was a substantial change(s) in the risk We assumed, and/or You substantially breached Your contractual duties, conditions, or warranties, We may cancel any and all service agreements You have with Us pursuant to the terms thereof. Coverage under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**ANY MATTER IN DISPUTE BETWEEN YOU AND NAW AND/OR HOMESERVE MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM HOMESERVE. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON YOU AND NAW AND/OR HOMESERVE. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.**

**Vermont only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Virginia only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Washington only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty per month will be added to the refund. If We cancel for any reason, We will send a written notice to You at Your last known address at least 21 days prior to cancellation. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel any and all service agreements You have with Us pursuant to the terms thereof. You may file a claim directly with Virginia Surety Company, Inc. at any time, at [175 West Jackson Blvd. 8th Floor, Chicago, IL 60604] or [1-800-209- 6206]. The State of Washington is the jurisdiction for any civil action in connection with this Service Agreement. Binding arbitration proceedings shall be held at a location in closest proximity to Your Home. The commissioner is Our attorney to receive service of legal process in any action, suit, or proceedings in any court.

**West Virginia only:** We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) fraud; or (iii) misrepresentation of facts related to this Service Agreement or benefits provided under it. In the event We determine You committed fraud and/or misrepresented facts related to this Service Agreement or benefits provided under it, We may cancel, with no notice to You, any and all service agreements You have with Us.

**Wisconsin only:** **THIS SERVICE AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel for material misrepresentation, non-payment or a substantial breach of duties by You, relating to the covered product or its use. If We cancel for any reason, We shall provide written notice to You at least 5 days prior to cancellation. In the event We determine You made a material misrepresentation, We may cancel any and all service agreements You have with Us pursuant to the terms thereof. If You cancel within 30 days of the Start Date and no claims have been paid by Us, We shall return

100% of the Price paid by You and the Service Agreement shall be void. If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. If You cancel after 30 days of the Start Date or a claim has been paid by Us, We shall return 100% of the unearned pro-rata Price paid by You, less any claims paid by Us. If You cancel due to a total loss of the covered product which is not covered by a replacement under the terms of Your Service Agreement, We shall return 100% of the unearned pro-rata Price paid by You, less any claims paid by Us. Should We fail to pay any claim or, if applicable, fail to replace the product covered under this Service Agreement within 60 days after You provide proof of loss or, in the event You cancel and We fail to refund the unearned portion of the Price or, if We become insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Virginia Surety Company, Inc., at [1 (800) 209-6206] or [175 West Jackson Blvd. 8th Floor, Chicago, IL 60604] for reimbursement, payment or provision of this Service Agreement. Any assignment or amendment made under the "Assignment/Amendment" section shall be done so in accordance with all applicable laws of the State of Wisconsin. Arbitration will take place under the laws of the State of Wisconsin except to the extent that the laws of the State of Wisconsin are inconsistent with, or preempted by, the Federal Arbitration Act, and will be held in Your county of residence or any other county in this state agreed to by You and Us.

**Wyoming only:** If You cancel within 30 days of the Start Date, and no claim has been made, and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty per month will be added to the refund. We may cancel this Service Agreement immediately with no notice to You if We determine cancellation is warranted due to Your: (i) non-payment of the Price; (ii) material misrepresentation to Us; or (iii) substantial breach of duties related to the covered product(s) or its use. In the event We determine You made a material misrepresentation to Us and/or substantially breached a duty under the Service Agreement, We may cancel, with 10 days' notice to You, any and all service agreements You have with Us.