

**Alabama only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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 pre-existing 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 SLWA; or (3) prior or unlawful acts relating to the covered product; or (4) a misrepresentation by Us or SLWA." Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions (A.D.I.F.I.). To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Street, Suite 261, Phoenix, AZ, 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a service company issuing an approved service contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

**Arkansas only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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 SLWA Insurance Services (California License No. 0L71169), 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. 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 SLWA. 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 SLWA, 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.

**District of Columbia:** In the "Can You Cancel?" Section the first part of the first bullet shall be amended to read "If You cancel within 30 days of the date Your Service Agreement is mailed to You..." If You cancel and any refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

**Florida only:** The provider of this Service Agreement is ServicePlan of Florida, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (License No. 70033). 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. 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. If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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).

**Indiana only:** Your proof of payment to SLWA 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 will be added to the refund for every 30 days the refund is not paid. Parts used for Covered Repairs may include non-original manufacturer's parts. 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.

**Louisiana only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

**Maine only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

**Maryland only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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 the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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.

**Minnesota only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

**Missouri only:** If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. Parts used for Covered Repairs may include non-original manufacturer's parts.

**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 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 every 30 days the refund is not paid. 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) 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 SLWA and will be completed as soon as reasonably possible. In addition, SLWA 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 SLWA 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.**

**New Hampshire only:** 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 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 the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. For repairs conducted by HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC operates in NJ under HIC License No. 13VH05495400.

**New Mexico only:** The provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604. The Administrator is Service Line Warranties of America, Inc. 7134 Lee Highway, Chattanooga, TN 37421. If You cancel within 30 days of the Start Date 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 days the refund is not paid. 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 You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

**New York 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 will be added to the refund for every 30 days the refund is not paid. Repairs are performed by licensed contractors. SLWA 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.

**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.

**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). SLWA's Oregon Construction Contractors Board License No. is 208475.

**Rhode Island only:** 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, MPP1 & 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 the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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.

**Texas only:** The purchase of this Service Agreement is optional and is not required to obtain financing. SLWA's administrator license number is 334. If a covered service is not provided to You by Us before the 61st 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 will be added to the refund for every 30 days the refund is not paid. Unresolved complaints concerning Us or SLWA 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 15 days’ notice to You for non-payment of the Price; (b) with no less than 30 days’ notice to You if We find that You are ineligible for this coverage; or (c) with no less than 30 days’ notice to You for Your misrepresentation of facts that are material to this Service Agreement or benefits provided under it.” 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. 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 SLWA 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 SLWA. Any decision reached by arbitration shall be binding upon You and NAW and/or SLWA. 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.**

**Washington 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 will be added to the refund for every 30 days the refund is not paid. If We cancel, We will send a written notice to You at Your last known address at least 21 days prior to cancellation. 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.

**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 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 the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. 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 the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.