

Arizona only: If the person selling this Service Agreement or HomeServe knows of or reasonably should have known 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. 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 the person selling this Service Agreement or HomeServe; or (3) prior or unlawful acts relating to the covered product; or (4) a misrepresentation by Us or HomeServe." 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. 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 800-325-2548.

California only: The provider of this Service Agreement is Service Line Warranties of America, Inc., 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, 1-866-922-9006. The administrator is HomeServe NA Insurance Services (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. 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.

District of Columbia only: Our Obligations under this Service Agreement are backed by the full faith and credit of USPPL and are not guaranteed by a service contract contractual liability insurance policy.

Georgia only: Our obligations under this Service Agreement are guaranteed by a surety bond issued by Fidelity and Deposit Company of Maryland, located at 1299 Zurich Way, Schaumburg, IL 60196. If a claim or refund is not paid within 60 days after proof has been filed with Us, then You are entitled to file a direct claim against the surety. 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 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. A 10% penalty per month will be added to any refund that is not paid or credited within 45 days of the cancellation date. No claims paid by Us will be deducted from any refund. Nothing contained in the Arbitration provision shall affect your right to file a direct claim against Fidelity & Deposit Company of Maryland pursuant to O.C.G.A. 33-7-6.

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.

Nevada only: Our Obligations under this Service Agreement are backed by the full faith and credit of USPPL and are not guaranteed by a service contract contractual liability insurance policy. 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 fraud, material misrepresentation, or non-payment by You, or a substantial breach of duties by You relating to the covered

product or its use.

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 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.

New Jersey only: Our Obligations under this Service Agreement are backed by the full faith and credit of USPL and are not guaranteed by a service contract contractual liability insurance policy. 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 “Additional 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 or damage to other items as a result of a failed Covered Item.”**. 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.

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.

Texas only: The purchase of this Service Agreement is optional and is not required to obtain financing. HomeServe’s administrator license number is 258. Obligations of the Provider under this Service Agreement are backed by the full faith and credit of the Provider. 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 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. 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: 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; or (b) 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 USPPL 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 USPPL 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.**