

**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.

**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:**

**Within the "This Service Agreement" section, the last paragraph is deleted and replaced with the following: "This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page ("You" or "Your") and us, National Home Repair Warranty, Inc. ("Us", "We", "Our", "NHRW"), the entity that is financially and legally obligated under the terms of this Service Agreement." UNLESS YOU TELL US OTHERWISE, YOUR SERVICE AGREEMENT WILL AUTOMATICALLY RENEW AT THE END OF EVERY TERM FOR ANOTHER 12 MONTHS AT THE THEN-CURRENT RENEWAL PRICE. WE MAY CHANGE THE PRICE AT RENEWAL. WE RESERVE THE RIGHT TO NOT OFFER THIS SERVICE AGREEMENT UPON RENEWAL.**

**You may cancel this Service Agreement at any time and for any reason, including the Covered Device being sold, lost, stolen, or destroyed, by utilizing any one of the following methods: (1) going online to <https://www.homeserveusa.com/cancel>; (2) by sending an email to [info@homeserveusa.com](mailto:info@homeserveusa.com); (3) by calling HomeServe at 1-855-336-2465; or (4) by writing to HomeServe USA, 7134 Lee Hwy, Chattanooga, TN 37421. If You cancel within 30 days after receipt of Your Service Agreement and no claims have been paid by Us, You will receive a full refund. If claims have been paid by Us or if You cancel more than 30 days after receipt of Your Service Agreement, Your cancellation will be effective immediately. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us. If You cancel 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.**

**BY INITIALING ON THE FOLLOWING LINE, YOU ARE HEREBY ACKNOWLEDGING THAT THIS SERVICE AGREEMENT WILL AUTOMATICALLY RENEW AND UNDERSTAND YOUR RIGHTS TO CANCEL THIS SERVICE AGREEMENT**

**Initials: \_\_\_\_\_**

HomeServe's California Registration No. is SA-96.

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." Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If arbitration is elected, this does not waive Your rights to file and pursue civil action or complaint. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS by calling (916) 999-2041, or writing to 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or visiting their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

**Florida only:** The provider of this Service Agreement is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor Cleveland, OH 44114 (License # 49125). The administrator (HomeServe) 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. 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. The "Responsibility for benefits owed to You" section of this Service Agreement is deleted in its entirety. **We will not provide coverage to You free of charge during any period when Your Home is listed for sale.**

**Indiana only:** This Service Agreement is not subject to Indiana insurance law. Your proof of payment to HomeServe shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

**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.

**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.

**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. This Service Agreement is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**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.

**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:** NHRW is licensed with the Oklahoma Home Service Warranty Association, License No. 504153824. If You cancel, 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. This is not an insurance contract. Coverage under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

**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:** HomeServe's administrator registration number is 258. If We fail to issue any applicable refund within 45 days after cancellation, You are entitled to make a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-505-4048. 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.

**Utah only: If reimbursement requires a claim form to be submitted,** 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 NHRW 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 NHRW 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.**

**Virginia only:** If any promise made in the Service Agreement has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

**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.