

**Alabama only:** If You request cancellation within thirty (30) days of the Start Date of the Service Agreement and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Parts used for covered repairs may include non-original manufacturer's parts.

**Arizona only:** If Your Residential Property has more than four (4) units then You will not be eligible for this Service Agreement. The term "unusual circumstances" means a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods); war, riots, hostilities, strikes or work slowdowns, acts or threats of terrorism. If You cancel within thirty (30) days of the Start Date and no claims have been paid by Us, You will receive a full refund of Your Service Agreement fee. If You cancel within thirty (30) days of the Start Date and claims have been paid by Us or You cancel this Service Agreement more than thirty (30) days after the Start Date, You will be entitled to a pro-rata refund of any excess unused payment made by You. No claims paid by Us will be subtracted from any refund.

**Arkansas only:** If You request cancellation within thirty (30) days of the Start Date of the Service Agreement and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. Original manufacturer's parts will be used for covered repairs to equipment that is under manufacturer's warranty, non-original manufacturer's parts may be used for all other covered repairs.

**California only:** The Provider of this Service Agreement is Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206. The Administrator is Home Emergency Insurance Solutions (California License No. 0F79326), 1232 Premier Drive, Chattanooga, TN 37421. **HOW TO CALL FOR REPAIRS** – This section of the Service Agreement is amended to include the following: Services will be initiated within 48 hours after You have called HomeServe for a repair. **CANCELLATION/REFUND** – This section is amended as follows: We may only cancel this Service Agreement: • For non-payment of Service Agreement fees, or • For Your fraud or misrepresentation of facts that are material to the issuance of this Service Agreement or benefits provided under it. **RESPONSIBILITY OF BENEFITS OWED TO YOU** - This section is amended as follows: This is not an insurance policy; it is a Service Agreement. HomeServe, Your Administrator, will serve as Your point-of-contact for all questions or concerns with respect to this Service Agreement.

**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 seven (7) days after You have called HomeServe for a repair.

**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 Service Agreement fee, the cost of any repairs carried out under the Service Agreement and a copy of the Service Agreement. You may cancel Your Service Agreement if the covered product is sold, lost, stolen, or destroyed. It is Your responsibility to provide care/maintenance of the covered product. If Your Service Agreement expires whilst an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed.

**Florida only:** The Provider of this Service Agreement is ServicePlan of Florida, Inc., P.O. Box 87637, Chicago, IL 60680 (License No. 70033). The Administrator is HomeServe USA Repair Management (Florida) Corp., 1232 Premier Drive, Chattanooga, TN 37421. In the event the Service Agreement is canceled by You, return of the Service Agreement fee shall be based upon ninety percent (90%) of the unearned pro-rata Service Agreement fee less any claims paid by Us or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by Us, return of the Service Agreement fee shall be based upon one hundred percent (100%) of

the unearned pro-rata Service Agreement fee less any claims paid by Us or less the cost of repairs made on Your behalf. 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 Residential Property within 15 days of the date that Your Residential Property is sold or transferred. In such instances the Provider may charge an assignment fee not to exceed \$40.

**Georgia only:** If Your Residential Property has more than two (2) units then You will not be eligible for this Service Agreement. We may only cancel for fraud, material misrepresentation or non-payment by You. If We cancel this Service Agreement, We shall provide written notice at least thirty (30) days prior to cancellation. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. If You cancel within thirty (30) days of the Start Date and no claims have been paid by Us, You will receive a full refund of Your payment. If You cancel within thirty (30) days of the Start Date and claims have been paid by Us or You cancel this Service Agreement more than thirty (30) days after the Start Date, You will be entitled to a pro-rata refund of any excess unused payment made by You. In no event will any claims paid by Us be deducted from any refund. Nothing contained in the arbitration insert (if there is one) 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:** This is not a contract of insurance. You may have other rights and remedies under the Idaho Consumer Protection Act. For more information on Your rights, contact the Consumer Protection Division of the Office of the Idaho Attorney General at (208)334-2424.

**Illinois only:** Covered items must be in place and in good operating condition on the Start Date and become inoperative due to normal wear and tear after the Start Date.

**Indiana only:** Your proof of payment to the Administrator shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

**Iowa only:** If Your Residential Property has more than four (4) units then You will not be eligible for this Service Agreement. We will initiate service within forty-eight (48) hours of request for services by You. The Issuer is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the Issuer may be sent to the Insurance Division at Two Ruan Center, 601 Locust, 4th Floor, Des Moines, IA 50309-3738.

**Louisiana only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation.

**Maine only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation.

**Maryland only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If Your Service Agreement expires whilst 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 request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Minnesota only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement for any reason other than non-payment of Service Agreement fees or for Your fraud or misrepresentation of facts that are material to the issuance of this Service Agreement or benefits provided under it, You will be notified in writing no less than fifteen (15) days prior to cancellation.

**Missouri only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If Your cancellation request is made more than thirty (30) days from the Start Date, You will receive a pro-rata refund of the Service Agreement fee. Parts used for covered repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used.

**Nevada only:** If You request cancellation of the Service Agreement within thirty (30) days of the Start Date and the refund is not processed within forty-five (45) days of the date of cancellation, a penalty of ten percent (10%) of the Service Agreement fee will be added to the refund for every thirty (30) days the refund is not paid. If You cancel within thirty (30) days of the Start Date and no claims have been paid by Us, You will receive a full refund of Your Service Agreement fee. If You cancel within thirty (30) days of the Start Date and claims have been paid by Us or You cancel this Service Agreement more than thirty (30) days after the Start Date, You will be entitled to a pro-rata refund of any excess unused payment made by You. The Provider may cancel this Service Agreement within seventy (70) days from the Start Date for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation or non-payment by You, or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. In no event will any claims paid by Us be deducted from any refund. Conditions that existed prior to the Start Date are not covered.

**Emergency Service:** If the covered product provides plumbing, heating or cooling or electrical services for Your Residential Property, and You sustain a failure of such product that renders Your Residential Property uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure to Us and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (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 three (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 one (1) business day after such inquiry is made. Please call 1-877-444-7737 to report such a loss. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

**WAIT PERIOD - You may be subject to a waiting period, during which time You will not be eligible for a Service Call. Any applicable waiting period will be indicated in the Term section of this Service Agreement.**

If there is an arbitration insert, pursuant to Nevada law, arbitration is not mandatory.

**New Hampshire only:** In the event 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:** Parts used for covered repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used. Conditions that existed prior to the Start Date are not covered. If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and

the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**New Mexico only:** The Provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., Chicago, IL 60604. If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within sixty (60) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The Provider may cancel this Service Agreement within seventy (70) days from the Start Date for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation.

**New York only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within thirty (30) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation.

**North Carolina only:** We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

**Oklahoma only:** This is not an insurance contract. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this Service Agreement is deleted in its entirety and replaced with the following: If You cancel this Service Agreement within the first thirty (30) days and no Service Call has been authorized or paid within the first thirty (30) days, We will refund the entire Service Agreement fee. If You cancel this Service Agreement after the first thirty (30) days, or have made a Service Call within the first thirty (30) days, return of the Service Agreement fee shall be based upon ninety percent (90%) of the unearned pro-rata Service Agreement fee less the actual cost of any claims paid by Us. If We cancel this Service Agreement, return of the Service Agreement fee shall be based upon one hundred percent (100%) of unearned pro-rata Service Agreement fee less the actual cost of any claims paid by Us.

**Oregon only:** The Provider of this Service Agreement is North American Warranty of Illinois, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-866-918-4680 (License No. 206174). HomeServe's Oregon Construction Contractors Board License No. is 205843.

**South Carolina only:** If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If You have any questions regarding this Service Agreement, or a complaint against the Provider, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160. If We cancel this Service Agreement for any reason other than non-payment of Service Agreement fees or for Your fraud or misrepresentation of facts that are material to the issuance of this Service Agreement or benefits provided under it, You will be notified in writing no less than fifteen (15) days prior to cancellation.

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

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

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

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

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**Buyer's Signature**

**Date**

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

**Utah only:** Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice to You. If We cancel this Service Agreement for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice to You. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Repairs or replacements caused by conditions, defects or deficiencies that occurred prior to the Start Date are not covered.

**Virginia only:** The Provider of this Service Agreement is ServicePlan of Florida, Inc. 175 West Jackson Blvd., Chicago, IL 60604, 1-866-918-4680. If You do not receive satisfaction under this Service Agreement, You may contact the Commonwealth of Virginia Bureau of Insurance by mail at Bureau of Insurance P.O. Box 1157 Richmond, Virginia 23218-1157 or by telephone at (804) 371-9741. We will initiate service within seventy-two (72) hours of request for services by You. If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Washington only:** The Provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., Chicago, IL 60604. If You request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within thirty (30) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation. The State of Washington is the jurisdiction for any civil action in connection with this Service Agreement. If this Service Agreement allows for binding arbitration proceedings, they shall be held at a location in closest proximity to the Service Agreement holder's permanent residence. The commissioner is the Service Agreement provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The obligations of the Provider under this Service Agreement are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604. You may make a claim directly with Virginia Surety Company, Inc. who insures the obligations of North American Warranty, Inc. under this Agreement at the foregoing address.

**Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Service Agreement" are hereby deleted and replaced with "Service Contract". You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, non-payment by You or a substantial breach of duties by You relating to the covered property or its use. If this Service Contract is canceled within thirty (30) days of the Start Date and no claims have been paid by Us, We shall return one hundred percent (100%) of the Service Contract fee paid by You and the Service Contract shall be void. If You request cancellation of the Service Contract within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If this Service Contract is canceled after thirty

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(30) days of the Start Date or a claim has been paid by Us, We shall return one hundred percent (100%) of the unearned pro-rata Service Contract fee paid, less any claims paid by Us and less a cancellation fee not to exceed ten percent (10%) of the Service Contract fee paid. If You request cancellation due to a total loss of Your product which is not covered by a replacement under the terms of Your Service Contract, We shall return one hundred percent (100%) of the unearned pro-rata Service Contract fee paid, less any claims paid by Us. Unauthorized repairs may not be covered.

Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract fee 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. 11th Floor, Chicago, IL 60604 for reimbursement, payment or provision of this Service Contract. Any assignment or amendment made under the Assignment/Amendment section of this Service Contract shall be done so in accordance with all applicable laws of the State of Wisconsin. If Your Service Agreement contains an arbitration insert, arbitration will take place under the laws of the State of Wisconsin 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 request cancellation of this Service Agreement within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation.