Elected Coverage Summary Page

SELLER CODE	
AGREEMENT NUMBER	

AGREEMENT HOLDER INFORMATION

NAME:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP:

LOCATION OF COVERED PROPERTY

ADDRESS:		
CITY:	STATE:	ZIP:

AGREEMENT INFORMATION

AGREEMENT PURCHASE DATE:	PURCHASE PRICE:	SERVICE CALL FEE: $75
AGREEMENT EFFECTIVE DATE	TERM OF AGREEMENT	

COMMANDER ELITE COVERAGE

Air Conditioning Heating Duct Work Electrical Plumbing	Water Heater Garbage Disposal Ceiling Fans Doorbell Smoke & Carbon Monoxide Detectors	Instant Hot/Cold Water Dispenser Kitchen Refrigerator Freestanding Ice Maker Clothes Washer	Clothes Dryer Range/Oven/Cook Top Dishwasher Built-In Microwave Garage Door Opener	Built-In Food Center Trash Compactor Attic & Exhaust Fans

OPTIONAL SURCHARGED COVERAGE

☐ Pool Equipment ☐ In-Ground Spa Equipment ☐ Saltwater Pool Equipment	☐ Built In Wine Cooler ☐ Stand Alone Freezer ☐ Well Pump	☐ Septic Tank Pumping System ☐ Central Vacuum ☐ Water Softener ☐ Guest Unit/Guest House	☐ System Double Limit of Liability ☐ Programmable Thermostat ☐ Roof Leak Repair ☐ Refrigerant Upgrade

MANDATORY SURCHARGES

☐ Property Square Footage 5,001 – 8,000 Sq/Ft ☐ Property Square Footage 8,001 – 10,000 Sq/Ft	☐ Duplex ☐ Triplex ☐ Fourplex

SELLER INFORMATION

NAME:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP:

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This Agreement has a mandatory thirty (30) day wait period. The wait period is measured in time from the Agreement Purchase Date as noted above. Thirty (30) days will be added to Your Agreement Term.

HERO PROTECTS HOME PROTECTION PLAN AGREEMENT

This is a Home Service Agreement, not an insurance policy, contract of insurance, or a Warranty subject to the Federal Magnuson-Moss Act. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**. This Home Service Agreement, hereinafter referred to as the "**Agreement**", is issued by the entity listed for **Your** state on the **Elected Coverage Summary Page** such entity is hereinafter referred to as the "**Seller**" and/or "**Issuing Company**". The company obligated under this **Agreement** is ASSURANCE EXPRESS, LLC, 13801 Riverport Dr, Suite 100, Maryland Heights, MO 63043, in all states except in New York where it is ASSURANCE EXPRESS AGENCY, LLC, 13801 Riverport Dr, Suite 100, Maryland Heights, MO 63043, and is hereinafter referred to as "**We**", "**Us**", "**Our**", and/or "**Obligor**". The company providing administration of this **Agreement** is Hero Protects, LLC 13801 Riverport Dr, Suite 100, Maryland Heights, MO 63043, is hereinafter referred to as the "**Administrator**". The original purchaser of the **Agreement** listed on the **Elected Coverage Summary Page** and contracting for services covered by this **Agreement** and any authorized transferee/assignee of the original purchaser is hereinafter referred to as "**You**", "**Your**", and/or "**Customer**".

IMPORTANT INFORMATON ABOUT YOUR PLAN COVERAGE SUMMARY: Your Elected Coverage Summary Page is attached to and is part of this **Agreement**. It is important to review because **Your** coverage includes only certain mechanical failures of the specific items listed as covered on **Your Elected Coverage Summary Page**. Coverage is subject to the limitations and conditions specified in this **Agreement**. **Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages 5-11 of this Agreement.**

A. YOUR AGREEMENT

1. **Your Agreement with Us consists of:**
   a. the **Elected Coverage Summary Page** provided to **You** by **Us**; and
   b. Sections A-H of this **Agreement** along with other sections that pertain to **Your** selected coverage.
2. Your **Agreement** with **Us** includes only specified coverage for the systems and components ("Covered Items") stated as covered on **Your Elected Coverage Summary Page**, and is subject to the limitations, exclusions, and provisions set forth in this **Agreement**. So **You** understand **Your** specific coverage, please read **Your Agreement** carefully.
3. **Agreement Term and Costs:**
   a. **Your** successfully completed initial payment, on the Agreement Effective Date, includes a thirty (30) day wait period before **You** are eligible for coverage under this **Agreement**. All monthly terms will begin upon payment of the monthly Agreement Price on the Agreement Effective Date. After the Effective Date, coverage will continue as long as all payments are made as scheduled.
   b. **Your Agreement** Term (the date of purchase through the date this **Agreement** expires) and **Your Agreement** Costs (**Agreement** Price and Trade Service Call Fee) are set forth in **Your Elected Coverage Summary Page**. **Your Agreement** Price is due and payable as **Your Elected Coverage Summary Page** specifies, and **Your** Trade Service Call Fee is due and payable upon a request for service under **Your Agreement** as described in Section B – Requesting Service below. Additional costs may apply in accordance with other sections of this **Agreement**. **We** may, in **Our** sole discretion, elect to continue to offer **You** coverage as of the end of your **Agreement** Term under **Our** then-current rates, terms and conditions. Should **We** elect the continuation offer for **Your** coverage, **You** will be notified by **Us** of the governing terms of such coverage at least thirty (30) days prior to the end of your **Agreement** Term.
   c. During the coverage period, **We** will have **You** arrange, or **We** will arrange for an authorized service contractor to service, repair or replace covered items, due to a Breakdown. This **Agreement** provides coverage only for those items specifically listed as being covered under **Your Agreement** Plan listed in the **Elected Coverage Summary Page** and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. A "Breakdown" under this agreement refers to the unforeseen and sudden mechanical or electrical failure of a covered home system or appliance, resulting in its inability to perform its intended function as specified by the manufacturer.
4. **Agreement Termination:**
   a. **Customer's** request for cancellation must be in writing and can be submitted to, cancels@yourhomeprotection.com. This **Agreement** may be cancelled by **Us** for the following reasons: (a) nonpayment of **Agreement** fees or other breach of this **Agreement** by the **Customer**; (b) fraud or misrepresentation by the **Customer** and/or **Customer** representative of facts material to **Our** issuance of this **Agreement**; (c) a change in laws or regulations that has a material effect on the business of **Ours** or **Our** ability to fulfill its obligations under this **Agreement**; (d) in the event **You** threaten to harm, or actually harm, the safety or well-being of **Us**, any employee of **Ours**, a **Service Contractor**, or any property of **Ours** or the **Service Contractor**; or (e) Payment has been made by **You** to a third- party Seller or marketing partner, but those funds are not received by **Us** or the **Administrator** in a timely manner to activate or maintain coverage under this **Agreement**. In such case, this **Agreement** will be flat cancelled, and **You** must seek any applicable refund direct from the party to whom payment was made.

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b. If **Your Agreement** is terminated by **Us** or **You**, the following shall apply:
    i. If **Your Agreement** is terminated within the first thirty (30) days and **You** have experienced No Service under this agreement, **We** will provide a full refund of **Your Agreement** price paid to date.
        a. Services which the amount of the service costs ("**Our** Service Cost") incurred by **Us** is less than the **Agreement** Price paid to date, **We** will refund **Your Agreement** Price paid to date, less **Our** Service Cost.
    ii. If **Your Agreement** is terminated after the thirtieth (30th) day and **You** have experienced:
        a. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Price paid, based on the number of days in force or the services used compared to the total Agreement Term, less the applicable cancellation fee of one hundred and fifty dollars ($150). The term of this Agreement for cancellation purposes will be based on the Agreement purchase date. Refunds will be issued less the value of any services received by the Agreement Holder (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Administrator or Seller receives notice of cancellation from the Agreement Holder.
        b. If the Agreement Holder fails to make any required payment under this Agreement, coverage will be considered cancelled for nonpayment, and no benefits will be provided. No refund will be payable except as required by applicable law.
        c. If partial payments have been made, any refund owed will be calculated in accordance with the Cancellation provisions of this Agreement, less any outstanding balance due, if applicable.

c. If **Your Agreement** is terminated per paragraph 4.b.ii. above, an administrative fee of one hundred and fifty dollars ($150):
    i. shall be paid by **You** to **Us** on demand,
    ii. shall be charged to **You** via any payment source **You** have provided **Us**, or
    iii. shall be subtracted by **Us** from any refund due to **You**.

B. REQUESTING SERVICE

You may file Your claim online 24 hours a day / 7 days a week at www.heroprotects.com. Under normal circumstances, We will initiate performance of services within 48 hours after Your request, unless the call is for emergency service as provided for below. We will accept service calls 8:00 AM to 6:00 PM standard time Monday through Friday at (855) 203-9876.

1. Notice of any Breakdown must be given to **Us** immediately upon discovery and must have occurred during the **Agreement** Term.
2. **We** will not pay for any services or parts provided without **OUR** prior authorization.
3. **You** will be responsible to pay a trade service fee for each trade service request, if applicable. The trade service fee must be paid in advance of any service being scheduled and may be paid to the **Administrator** through a valid credit card, debit card, or other valid form of payment. Please see **Your Elected Coverage Summary Page** for **Your** Trade Service Fee amount.
4. Prior to service being dispatched all required plan payment(s) must be collected and current.
5. Outstanding or unpaid service trade fees must be paid prior to new service requests being dispatched.
6. Once notified, **We** will authorize or request **You** to contact a Service Contractor subject to the limitations described below. **We** will provide payment directly to the Service Contractor for any authorized repair or replacement services, in accordance with the **Agreement**.
    a. Emergency service is available for the Breakdown of covered items or systems that affect the safe inhabitability of the home. **We** reserve the right to determine which repairs constitute an emergency.
    b. **We** will accept **Your** request to expedite scheduling of non-emergency service. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, **You** may be required to pay an expedition fee to the Service Contractor.
    c. **We** reserve the right to obtain, at **Our** expense, a second opinion by an independent contractor prior to determining eligibility for coverage.
    d. In the event **We** inform **You** that the malfunction is not covered under this **Agreement**, **You** have the right to request a second opinion of the cause of the malfunction. **You** must request **Us** to obtain a second opinion within seven (7) days from **Our** informing **You** the malfunction is not covered. In the event the second opinion produces an outcome different from the first opinion, **We** may decide whether to provide coverage under this **Agreement**. If **You** request a second opinion, **You** will be responsible for the payment of an additional trade service fee if the outcome of that opinion results in the same as the initial opinion.
7. **We** have the right, but not the responsibility, to select the authorized Service Contractor to perform the service.
8. If work performed by **Our** Service Contractors under this **Agreement** fails, **We** will make the additional necessary repairs for no additional trade service fee for a period of ninety (90) days.
9. **You** have the option of requesting a Service Contractor of your choosing in the event a Service Contractor is not scheduled within one (1) day of the scheduled service appointment.
10. All covered repairs must be serviced by a properly licensed and/or certified contractor according to State law for the type of service being provided.
11. After a Service Contractor's diagnosis, if it is determined that coverage under this **Agreement** does not apply, or no Breakdown is discovered, **You** are required to pay the Service Contractor directly for all charges incurred, including access and diagnosis. **You** may then choose to have any necessary repair completed at **Your** expense.
12. Should **You** have any problems obtaining service, please call **(800) 833-0193** for a Customer Service Representative.
13. **REIMBURSEMENT PROCEDURE**: You or the selected service provider may request reimbursement from the ADMINISTRATOR by submitting the paid invoice to the address provided below. Claims must be submitted within 180 days of the date of authorization by the ADMINISTRATOR to qualify for reimbursement. If you can demonstrate that it was not reasonably possible to provide notice or file the proof of loss within the 180-day period, and that notice was filed as soon as reasonably possible, you will still be eligible for reimbursement. To ensure a smooth reimbursement process, please include the following information in your paid

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invoice, as required by the ADMINISTRATOR for a home warranty claim:

a. Description of the service issue.
b. Itemized listing of replacement part names, numbers, and prices (if applicable).
c. Description of the labor and charges required to address the service issue.
d. Date of service.
e. Authorization and Agreement number.
f. Any supporting documents such as completed repair orders or subcontractor repair bills, if applicable

Reimbursement requests can be sent to the **Administrator** at HeroProtects, Attn: Claims Department, PO Box 460, O'Fallon, MO 63366 or by email to hpsupport@heroprotects.com.

C. COVERAGE OVERVIEW

This **Agreement** covers single family homes (including manufactured housing), new construction homes, and condominiums/townhomes/mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. guest unit, duplex, triplex, or fourplex), or additional square footage (i.e. residences 5,001-8,000 square feet or 8,001-10,000 square feet) is applied for, and the appropriate surcharge fee is paid. Coverage is for owned or rented residential property, not commercial property or premises converted into a business. Manufactured housing and mobile homes must be permanently attached to a foundation (i.e. basement, crawlspace, slab).

1. Coverage under **Your Agreement** is for **Your** owned residential or rented property as it has been represented to **Us**. Coverage under **Your Agreement** does not include commercial property or premises converted into a business or to which the general public is invited for business purposes.
2. Except as otherwise specified by **Your Agreement**, Covered Items under **Your Agreement** must be:
    a. Installed under the roof, within the confines of the structural walls, and on or above the main foundation of the home (**excluding porches, patios, and other adjacent or detached structures unless specifically covered by Your Agreement**), within an attached or detached fully enclosed garage capable of parking one or more motor vehicles, or within a guest unit as separately defined by **Us** (if guest unit coverage has been elected). Note: a detached garage or other building may qualify as a guest unit; and
    b. Manufactured for non-commercial residential application
3. The following also may be Covered Items (if included in **Your Agreement**) if they are installed and manufactured for outside use or located in a structure which fully protects them from the elements: air conditioning, heating, electrical panel, water heater, cleanout, pressure regulator, exterior well pump, septic tank, or pool and/or spa equipment.
4. Coverage under **Your Agreement** is for a Covered Item malfunction occurring during **Your Agreement** Term caused by:
    a. Normal wear and tear of the Covered Item
    b. Rust or corrosion of the Covered Item
5. A Covered Item malfunction that predates your **Agreement** Term is not covered under **Your Agreement** unless the malfunction:
    a. was revealed during a home or other inspection that predated **Your Agreement** Term and subsequent proof of repair is provided to **Us** reasonable satisfaction; or
    b. is undetectable by ordinary visual inspection of the Covered Item. For example, a visual inspection that reveals damage or a missing component or part (e.g. a missing microwave door) indicating it inoperable would not be covered under **Your Agreement**.
6. When addressing a Covered Item malfunction, **We** will pay the cost to capture, reclaim, and dispose of refrigerant, as applicable.
7. **We** will not repair or replace malfunctions covered by a manufacturer, distributor, builder, or an extended warranty.
8. For approved and covered malfunctions, unless otherwise specified in this **Agreement**, **We** reserve the right to:
    a. Pay to repair or replace the covered item.
    b. Rebuild existing parts or components and/or to install rebuilt parts or components. When making replacements, **We** are responsible for installing replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. **We** are not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
    c. Use an alternative refrigerant, which has been approved by the Environmental Protection Agency ("EPA") for use in **Your** Covered Item, when the refrigerant specified by the manufacturer for use in **Your** Covered Item is no longer readily available in **Your** area. **You** shall have the right to refuse the use of any such alternative refrigerant, in which case **Our** responsibility shall be limited to offering **You** cash in lieu payment for the no longer readily available refrigerant. Any such cash in lieu of payment shall be subject to the ten-dollar ($10) limit on refrigerant costs per pound.
9. **Our** cash payment policies and procedures:
    a. In instances where the combined cost of diagnosis and repair or replacement is estimated to exceed the stated limit of liability, **We** will not provide repair or replacement services but will instead pay an amount equal to the current limit of liability allowed minus the cost incurred to diagnose the malfunction and the amount of **Your** service call fee.
    b. Instances beyond **Our** control may prevent **Us** from providing a repair or replacement of a covered item. In these instances, **We** will provide **You** cash in lieu of the repair or replacement services. The amount will be based on what a **consumer without this Agreement would pay after negotiating the best price for such services in Your area. These instances are when:**
        i. Following a response to a covered malfunction, an item would remain non-compliant with laws, regulations, or code requirements
        ii. An item has a covered malfunction unrelated to a manufacturer's recall on that item; or
        iii. An item is not repairable, and a replacement item is no longer available.
    c. In some instances, **We** may offer **You** the option of accepting cash in lieu of repair or replacement services. The amount

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offered is based on what **We** would expect to pay (which is substantially less than retail cost) for parts and labor for covered items less the incurred cost of the trade service provider's service call fee. **We** are not obliged to extend such an offer, and **You** are under no obligation to accept such an offer. If **You** accept such an offer, **You** are required to repair the item or provide a new replacement and send the acceptable proof of your actual itemized costs to **Us** before any reimbursement amount will be paid.

d. **We** will not dismantle and remove defective equipment if **You** accept a cash payment offer.

D. COVERAGE DETAILS

This **Agreement** provides coverage only for those items specifically listed as being covered on **Your Elected Coverage Summary Page**. **An additional fee may be required for additional systems, appliances, or optional coverages. Coverage of some items may not be available under all plans or in every state.**

This **Agreement** defines precisely what mechanical systems and appliances, and which of their parts and components, will be covered; only those items specifically so described are covered, subject to the limitations and conditions herein and on **Your Elected Coverage Summary Page.**

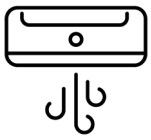
Under any and all circumstances, our maximum limit of coverage liability, in the aggregate, for any and all claims submitted shall be $10,000 per year from the Agreement Effective Date.

Unless specified, **We** will cover one (1) of each **Covered Items** listed below. Where it is offered, **You** may add additional **Covered Items** for a small surcharge.

E. HERO COMMANDER ELITE PLAN INCLUDES BOTH SYSTEMS AND APPLIANCE PLAN ITEMS

This section of this **Agreement** lists covered Systems and Appliances. Access, diagnosis, repair, attempted repair, and/or replacement is covered up to the dollar limits specified under Limits Per Plan Term. For multi-unit dwellings, limits are per dwelling. The **Agreement** does not provide coverage on certain items and services. Refer to the **Not Covered** sections of the table below and **Section F. Limitations and Exclusions**.

Systems Coverage

Covered Item	Covered	Not Covered	Limits Per Plan Term
AIR CONDITIONING 	**Coverage is available up to 5-ton capacity per unit.** All components and parts of the following air conditioning system(s): ducted central electric split and package units, evaporative coolers, geothermal, wall air conditioners, mini-splits. When repairing or replacing a Covered Item, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, if optional refrigerant upgrade coverage is purchased, **We** will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect.	**Examples of exclusions include but are not limited to** outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump, interconnecting refrigerant lines (external of the equipment) window **units, water towers, chillers, chiller components, water lines and legally mandated diagnostic testing when replacing heating or cooling equipment.**	Up to a total of $2,000 per malfunction for access, diagnosis, and repair/replacement. **If the optional surcharge coverage is added, the coverage limits will be doubled to $4,000.** **Note: We will pay up to $10.00 per pound, for refrigerant.**

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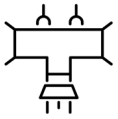
Covered Item	Covered	Not Covered	Limits Per Plan Term
HEATING 	**Coverage is available on a Heating unit up to a sixty thousand (60,000) BTU capacity.** All components and parts of the following heating system(s): forced air (gas, electric, oil), geothermal, wall mounted heaters, floor furnaces, package units, heat pumps, mini-splits, hot water or steam circulating heat, electric baseboard, cable heat (if main source of heat to the home or room). With regard to ductwork, except as otherwise noted above, the following are covered: plenums, dampers, damper-only controls, leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.	**Examples of exclusions include but are not limited to outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump, interconnecting refrigerant lines (external of the equipment), Fuel storage tanks, portable units, Fireplace, grain, pellet, or wood heating units (even if only source of heating) and legally mandated diagnostic testing when replacing heating or cooling equipment.**	Up to $1,500 total for access, diagnosis, and repair/replacement of any glycol, hot water, or steam circulating heating system and any water heater which supplies heated water to such system(s). Up to a total of $2,000 per malfunction for access, diagnosis, and repair/replacement. **If the optional surcharge coverage is added, the coverage limits will be doubled to $4,000.**
DUCT WORK 	Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills. Where covered repairs require access to ductwork, **We** will only provide access to, and sealing of ductwork through unobstructed walls, ceiling, or floors, and will return access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing (not covered by **Us**), **We** will repair and replace accessible and unobstructed ductwork.	**Examples of exclusions include but are not limited to insulation, breeching, separation due to lack of support, damper motors, air cleaner cabinets.**	If ductwork is accessible only through a concrete floor, wall, or ceiling, **We** will pay up to $500 total for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish.
ELECTRICAL 	All components and parts of a hard-wired home electrical system, unless listed as NOT COVERED.	**Examples of exclusions include but are not limited to inadequate wiring capacity, exhaust/vent/attic fans, audio/video/computer/intercom/alarm or security wiring or cable, power failure or surge, direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays, circuit overload, face plates, ceiling fans (See Below), telephone wiring, doorbells (See Additional Coverage Below), central vacuum, entertainment systems, rerunning of new wiring for broken/severed wires; wire tracing; upgrading existing outlets to GFI.**	Up to a total of $2,000 per malfunction for access, diagnosis, and repair/replacement. **If the optional surcharge coverage is added, the coverage limits will be doubled to $4,000.**

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Covered Item	Covered	Not Covered	Limits Per Plan Term
PLUMBING 	Leaks and breaks of water, drain, gas, waste or vent lines, toilets and related mechanisms, toilet wax ring seals, faucets, showerheads, shower arms, valves for shower, tub, and diverter, angle stops, risers and gate valves (similar features of finish and style used when replacement is necessary), hose bibs, basket strainers, permanently installed sump pumps (ground water only), built- in bathtub whirlpool motors, pumps, and air switch assemblies, pressure regulators, expansion tanks, sewage ejector pump (septic system sewage ejector pumps are not covered unless optional coverage is purchased), clearing of sink, bathtub, shower, and toilet stoppages, clearing of mainline drain and sewer stoppages through an accessible cleanout up to **100 feet** from access point, clearing of lateral drain line stoppages up to **100 feet** from access point including accessible cleanout, p-trap, drain or overflow access points. Where covered repairs require access to plumbing, **We** will only provide access to plumbing through unobstructed walls, ceilings or floors, and will return access openings to a rough finish.	**Examples of exclusions listed below include but are not limited to stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation, lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation; costs to locate or access cleanouts not found or inaccessible, or to install cleanouts, and access through roof vents;, hydro-jetting equipment, chemicals, jet or steam clearing; bathtubs, sinks, showers, shower enclosures and base pans, toilet lids and seats, jets, caulking or grouting, septic tanks, water softener, water filtration/purification systems whole home water filtration system, holding or storage tanks, saunas or steam rooms.**	Up to a total of $2,000 per malfunction for access, diagnosis, and repair/replacement. **If the optional surcharge coverage is added, the coverage limits will be doubled to $4,000.** Up to a total of $250 per Covered Item malfunction for access, diagnosis, and repair/replacement of faucets, shower heads, shower arms, valves for shower, tub, and diverter, angle stops, risers, and gate valves with similar features of finish and style. Up to a total of $600 per Covered Item malfunction for access, diagnosis, and repair/replacement of toilet tanks, bowls. If plumbing is accessible only through a concrete floor, wall, or ceiling, **We** will pay up to five hundred dollars ($500) total for access to, repair to, or replacement of such plumbing, including return access openings to a rough finish.
WATER HEATER **(Gas, Electric, or Tankless)** 	All components and parts, including tankless water heaters and circulating pumps. Water Heaters installed twelve (12) years or less from the manufacture date until the failure date. The rating plate lists the model and serial numbers which will identify the year of manufacture and will determine the age of the water heater.	**Examples of exclusions listed below include but are not limited to auxiliary holding or storage tanks, noise, fuel storage tank or energy conservation unit(s), flues and vents, drain pumps, solar components, drain lines.**	Up to $1,000 total for access, diagnosis, and repair/replacement of water heater.
GARBAGE DISPOSAL 	All components and parts.	**Examples of exclusions listed below include but are not limited to problems and/or jams caused by bones, grease, glass, dog food, and foreign objects other than food.**	Up to $500 total for access, diagnosis, and repair/replacement of garbage disposal.
CEILING FANS **(Up to 3)** 	Motors, switches, controls, bearings.	**Examples of exclusions listed below include but are not limited to remote transmitter units, light fixtures, fans, blades, belts, shutters, removable attachments.**	Up to $500 total for access, diagnosis, and repair/replacement of ceiling fans.
DOORBELL 	All components and parts, unless listed as NOT COVERED.	**Examples of exclusions listed below include but are not limited to when failure is part of the intercom or monitoring system.**	Up to $300 total for access, diagnosis, and repair/replacement of the doorbell system.

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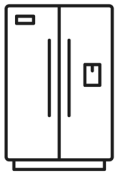
Covered Item	Covered	Not Covered	Limits Per Plan Term
SMOKE DETECTORS/CARBON MONOXIDE DETECTORS	All components and parts, unless listed as NOT COVERED.	**Examples of exclusions listed below include but are not limited to hardwired and electrical components.**	Up to $300 total for access, diagnosis, and repair/replacement of hardwired smoke/carbon monoxide detectors.
INSTANT HOT/COLD WATER DISPENSER	All components and parts	**Examples of exclusions listed below include but are not limited to cosmetic or physical damage, removable accessories, or free-standing units.**	Up to $500 total for access, diagnosis, and repair/replacement of instant hot/cold water dispenser.

Appliance Coverage

Covered Item	Covered	Not Covered	Limits Per Plan Term
KITCHEN REFRIGERATOR (must be located in the kitchen) 	All components and parts, unless listed as NOT COVERED.	**Examples of exclusions include but are not limited to any removable component (which does not affect the primary function), Interior thermal shells/insulation, freezers which are not a built-in unit or an integral part of the refrigerator, multi-media center, wine chillers/kegerator, filters, mini refrigerators; doors, seals, and gaskets; hinges; sealed systems; clogged drains and lines.**	Up to $1,000 total for access, diagnosis, and repair/replacement of refrigerator.
FREE STANDING ICE MAKER	Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm.	**Examples of exclusions include but are not limited to springs, hinges, liners, baskets, racks, rollers, handles, or shelves.**	Up to $500 total for access, diagnosis, and repair/replacement of free-standing icemaker.
CLOTHES WASHER	All components and parts, unless listed as NOT COVERED.	**Examples of exclusions include but are not limited to mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing or other contents, water flow restrictions due to mineral deposits, glass, leveling and balancing, drawers, or cosmetic issues.**	Up to $1,000 total for access, diagnosis, and repair/replacement of clothes washer.
CLOTHES DRYER	All components and parts, unless listed in NOT COVERED.	**Examples of exclusions include but are not limited to venting, knobs and dials, damage to clothing or other contents, glass, leveling and balancing, timers, hangers, shelves, rods, hooks, cabinet liner, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**	Up to $1,000 total for access, diagnosis, and repair/replacement of clothes dryer.
RANGES/OVENS/COOKTOP	All components and parts, including built-in range hood exhaust fan, unless listed in NOT COVERED.	**Examples of exclusions include but are not limited to steamers and deep fryers, sensi-heat burners will only be replaced with standard burners. For combo units, components and parts that are shared by each appliance.**	Up to $1,000 total for access, diagnosis, and repair/replacement of range/oven/cooktop.
DISHWASHER	All components and parts, unless listed in NOT COVERED.	**Examples of exclusions include but are not limited to racks, baskets, rollers, hinges, handles, doors, and door gaskets.**	Up to $1,000 total for access, diagnosis, and repair/replacement of dishwasher.
BUILT-IN MICROWAVE	All components and parts, unless listed in NOT COVERED.	**Examples of exclusions include but are not limited to drawers; doors, hinges, and handles; interior linings; trays; clocks; shelves; portable or countertop units; arcing; meat probe assemblies; rotisseries. For combo units, components and parts that are shared by each appliance.**	Up to $500 total for access, diagnosis, and repair/replacement of, built-in microwave oven.

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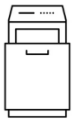
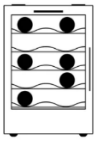
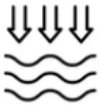
Covered Item	Covered	Not Covered	Limits Per Plan Term
GARAGE DOOR OPENER	All components and parts located inside the ceiling mounted electric motor of garage door opener.	**Examples of exclusions include but are not limited to garage doors, hinges, springs, sensors, chains, travelers, tracks, rollers, remote transmitters, frequency interference, lights, exterior mounted keypads.**	Up to $500 total for access, diagnosis, and repair/replacement of garage door opener.
BUILT-IN FOOD CENTERS	All components and parts, unless listed in NOT COVERED.	**Examples of exclusions include but are not limited to removable accessories**.	Up to $300 total for access, diagnosis, and repair/replacement of the built-in food center.
TRASH COMPACTOR 	All components and parts, unless listed under NOT COVERED.	**Examples of exclusions listed below include but are not limited to removable buckets.**	Up to a total of $600 per Covered Item malfunction for access, diagnosis, and repair/replacement of trash compactor.
ATTIC AND EXHAUST FANS	Motors; Switches; Controls; Bearings.	**Examples of exclusions include but are not limited to fans, blades belts, shutters.**	up to $500 total for access, diagnosis, and repair/replacement of attic & exhaust fans.

Terms and Conditions – Optional Coverages

Optional coverage may be purchased up to sixty (60) days after the beginning of the Agreement without an inspection. After the 60th day, optional coverage may be purchased provided an inspection is performed (at Customer's expense) and the inspection results are approved by **Us**. New Construction Customer may add optional coverage during the **Agreement** Term for brand new items providing proof of purchase is received by **Us**. Optional coverage, regardless of date of purchase, continues only through the **Agreement** Term.

Covered Item	Covered	Not Covered	Limits Per Plan Term
POOL EQUIPMENT	Above ground, accessible, and operationally necessary components and parts of the heating, pumping, and filtration system including Pool sweep motor and pump, Pump motor, Plumbing pipes and wiring.	**Examples of exclusions listed below include but are not limited to access to pool and spa equipment, lights, liners, structural defects, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valves, built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, multi-media centers, dehumidifiers, salt water generators and components, heat pump.**	Up to $1,500 total for access, diagnosis, and repair/replacement of pool equipment, including, but not limited to, pool heaters.
INGROUND SPA EQUIPMENT	Above ground, accessible, and operationally necessary components and parts of the heating, pumping, and filtration system of an inground spa including Pump motor, blower motor, and timer, Plumbing pipes and wiring.	**Self-contained spa equipment (defined as requiring no external plumbing, excavation or electrical work) – Access to spa equipment, Lights, Liners, Structural defects, Jets, Ornamental fountains, waterfalls and their pumping systems, Fill line and fill valves, Built-in or detachable cleaning equipment including, without limitation, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers, Fuel storage tanks, Disposable filtration mediums, Multi-media centers, Dehumidifiers, Saltwater generators and components, Heat pump.**	Up to $1,500 total for access, diagnosis, and repair/replacement of inground spa equipment.

SAMPLE

Covered Item	Covered	Not Covered	Limits Per Plan Term
SALTWATER POOL EQUIPMENT	All Covered Items listed under Pool Equipment as well as saltwater cell and circuit board.	**All items listed as NOT COVERED under Pool Equipment as well as salt, panel box, and dials.**	Up to $1,500 total for access, diagnosis, and repair/replacement of saltwater pool equipment including, but not limited to, pool heaters.
BUILT-IN WINE COOLER 	Mechanized parts and components on two (2) Wine Coolers affecting proper operation including compressors; condensers; control timers; defrost heaters; evaporators; fan motors; hinges; internal wiring; motors; power cords; switches; relays; and thermostats.	**Racks; shelves; drawers; doors; sealed systems; ice makers; ice crushers; beverage dispensers and their respective equipment; interior thermal shells; food spoilage; freezers which are not an integral part of the wine cooler; commercial units; cosmetic problems such as: chipping, dents, or scratches. Items not specifically listed as covered.**	Up to $1,000 total for access, diagnosis, and repair/replacement of Built-In Wine Cooler.
STAND-ALONE FREEZER	All mechanical components and parts.	**Ice makers/crushers and their water lines; Beverage dispensers and associated equipment; Internal shell; Racks; Shelves; Knobs, caps, and dials; Doors; Door seals, gaskets, hinges, and handles; Condensation pans; Clogged drains and lines; Grates; Refrigerant; Sealed systems.**	Up to $1,000 total for access, diagnosis, and repair/replacement of stand-alone freezer.
WELL PUMP 	All components and parts of well pump utilized for main dwelling only. All components and parts of well pump utilized for main dwelling only.	**Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, pressure switches not located on the pump, holding, storage or pressure tanks, booster pumps, re-drilling of wells, well pump and all well pump components for geothermal and/or water source heat pumps**.	Up to $1,500 total for access, diagnosis, and repair/replacement of well pump
SEPTIC TANK PUMPING/SYSTEM	Mainline stoppages that can be cleared through an existing access or cleanout without excavation. The septic tank will be pumped one (1) time during the **Agreement** coverage term if the stoppage is due to septic back up.	**Broken or collapsed sewer lines outside the foundation, stoppages or roots that prevent the effective use of any externally applied sewer machine cable, cost of finding or gaining access to the septic tank or sewer hook-ups, Septic Tanks, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks, leach lines, cesspool, and any mechanical pump or systems.**	A maximum amount of **$350** per pumping occurrence and up to **$500** If the septic tank needs to be replaced. **We** will cover one (1) sewage ejector pump for septic system located within the perimeter of the main foundation. **NOTE: This option is available for first year Customers only and is not renewable.**
CENTRAL VACUUM	All mechanical components and parts.	**Ductwork, hoses, blockages, accessories.**	Up to $300 total for access, diagnosis, and repair/replacement of the central vacuum.
WATER SOFTENER	All mechanical components and parts.	**Leased or rented units, softening agents.**	Up to a total of $600 per Covered Item malfunction for access, diagnosis, and repair/replacement of water softener.
GUEST UNIT/GUEST HOUSE	All applicable Appliances in the Appliance Category and/or systems in the System category included in Your **Agreement**.		
PROGRAMMABLE THERMOSTAT	All mechanical components and parts.		Up to $300 total for access, diagnosis, and repair/replacement of the programmable thermostat.

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Covered Item	Covered	Not Covered	Limits Per Plan Term
ROOF LEAK REPAIR	Roof leaks only to the exterior surface that constitutes the top of the residence, excluding any skylights. Includes shingles (cedar or asphalt), built up roofing, and tile.	**Condominium or townhouse roofs; leaking of an existing roof that has not been properly installed or attached; damage done by ice, mud, snow or wind and any acts of God; secondary damage from any type of leak or re-roofing of the residence; chimneys, gutters or downspouts, skylight or skylight flashing repairs for leaks or any other damage.**	Up to $500 total per **Agreement** Term to repair roof leaks.
REFRIGERANT UPGRADE	Conversion of discontinued/unavailable refrigerant in relation to the replacement/recharge of the system pertaining to an existing repair.		**We will pay up to $10.00 per pound for refrigerant.** Up to $500 total per **Agreement** Term for refrigerant upgrades.
DUPLEX/TRIPLEX/FOURPLEX	All applicable Appliances in the Appliance Category and/or systems in the System category included in Your Agreement.		

F. LIMITATIONS AND EXCLUSIONS

1. **Our** obligation to pay for the repair or replacement of covered appliances, systems or items will not exceed $10,000 per year.
2. **We** have the sole right to determine whether a covered item needs to be repaired or replaced. If **We** decide to replace the covered appliance, item, or system, **We** are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. **We** are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TVs or Radios in Refrigerators.
3. **We** reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash in lieu of payment will be based on what **We** would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
4. All equipment covered by this **Agreement** must be in good working condition as of the **Agreement** Effective Date and be reasonably clean and accessible at the time of service. This **Agreement** does not cover pre-existing conditions, defects, or deficiencies.
5. **We** reserve the right to use qualified contractors, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Agreement**.
6. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this **Agreement**.
7. **We** are not a service contractor and are not **Ourselves** undertaking to repair or replace any such systems or components.
8. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **You** covering a loss also covered by this **Agreement**, this **Agreement** will pay in excess of and not contribute with other insurance, warranty or guaranty. **We** will not pay for parts currently covered under a manufacturer's warranty.
9. **We** are not responsible or liable for any delay in service or failure to provide service caused by conditions beyond **Our** control.
10. If **Your Agreement** is for duplex, triplex, or fourplex residential property, then only items contained within the confines of each individual residential unit are covered. Shared systems and appliances are not covered.
11. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.
12. We are NOT responsible for:
    a. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.
    b. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer. We reserve the right to request documentation of routine maintenance performed on the covered HVAC unit. Such documentation must be provided by a certified and licensed HVAC service provider and must reflect maintenance performed within recommended industry intervals. Failure to provide valid maintenance records may result in denial of service or claim.
    c. Missing parts or structural changes.
    d. Any appliance or system deemed or classified by the manufacturer as commercial.
    e. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
    f. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents and broken casing) that

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does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.

g. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond **Our** control.
h. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or item.
i. **We** are not responsible or liable for providing or securing access to Covered Items, costs of construction, carpentry, or other modifications necessary to remove, relocate, or install a **Covered Item** or part thereof; or restoration of any wall or floor coverings, cabinets, counter tops, tiles, paint, or the like.
j. **We** are not responsible or liable for the cost or conduct of testing required by statute or regulation associated with the repair or replacement of Covered Items or components.
k. Except to the extent caused by **Us** or its Trade Service Providers. **We** will not be liable for any violations by **You** or by third parties of federal, state, or local laws, regulations, or guidelines relating to **Covered Items**, and will not perform repairs or replacements that will or may violate any current federal, state, or local laws, regulations, or guidelines
l. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
m. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This **Agreement** does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items or other replaceable or consumable items, such as filters.
n. Failures due to rust or corrosion within the first sixty (60) days from the date of initial **Agreement Purchase Date**.
o. Any service or repair associated with hazardous material treatment, removal, or disposal.
p. Electronic, computerized, or other home management and/or automation systems;
q. The following components of otherwise **Covered Items**: cameras, speakers, microphones, phones, motion sensors, proximity or touch sensors, screens not essential to the operation of the item, remote controls, devices responsible for or associated with wireless connectivity capabilities and/or satellite communication;
r. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a **Covered Item**.
s. Cranes, scaffolding, or other non-industry standard vehicles or equipment required to install, remove, or access **Covered Items** in order to provide services under **Your Agreement**. **You** may be charged an additional fee by the **Service Contractor** if such vehicles or equipment are required to perform service.
t. Damage or failure caused by animals or insects, including infestation and human or animal bodily fluids.
u. Radon and other leak detection monitoring systems and fire sprinkler systems.
v. Solar items, systems, and components of **Covered Items**.
w. Except as otherwise specified in **Your Agreement**, **We** are not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials or other waste;
x. Replaceable filters associated with any **Covered Item**.

13. **FEES and CHARGES**:
    a. If plan payment is not collected on a scheduled date (i.e. every 30, 90 or 265 days) service under this **Agreement** may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation section.
    b. The price of this **Agreement** and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to **You** in writing at least thirty (30) days prior to implementation. **You** may terminate the **Agreement** giving written notice prior to the effective date of increase.
14. **TRANSFERABILITY:** This **Agreement** is transferable to a new owner of the existing covered address by contacting the **Administrator** for a one-time $49 transfer fee made payable to the **Administrator**. This **Agreement** is non-transferable to a new address and is only valid for the original residence.
15. **This Agreement is not a contract of insurance.** The obligations of the **Obligor** are secured by an insurance policy issued by Lexington National Insurance Corporation, [P.O. Box 6098, Lutherville, MD 21094], [(888)888-2245], in all covered states. If, within 60 days, **We** have not paid an authorized claim, provided **You** with a refund, or if **You** are otherwise dissatisfied, or **We** are no longer a going concern, become insolvent or are otherwise financially impaired, **You** are entitled under state law to make a claim directly to the **Insurer** by contacting the **Insurer** at the address or phone number listed above. Please enclose a copy of your **Agreement** when sending correspondence to the **Insurer**. The **Insurer** and **Obligor** shall not be deemed to provide coverage and the **Insurer** or **Obligor** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

We reserve the right to update or modify the Terms and Conditions of this **Agreement** upon thirty (30) days written notice.

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G. MISCELLANEOUS

ARBITRATION: All disputes, controversies or claims of any sort, arising out of or in any way relating to this **Agreement**, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement, or final and binding arbitration, or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree and administered by a mutually agreed upon arbitration service. The Commercial Arbitration Rules and Supplementary Procedures for Consumer- Related Disputes of the American Arbitration Association or similar such rules (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation, and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees if the party chooses to be represented by an attorney.

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Severability. If any provision of this **Agreement** is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this **Agreement** shall nevertheless remain in full force and effect.

Entire Agreement. This **Agreement** constitutes the entire **Agreement** between **You** and **Us** and supersedes all prior agreement and understandings, oral or written, which may have been made with respect to the **Agreement** and its subject matter. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the covered item. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the covered item. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered item. Consequently, this **Agreement** is not a "written warranty" under the Federal Magnuson-Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

H. STATE AMENDMENTS

In Alabama: For purposes of calculating a refund of the **Agreement** price owed to **You** upon cancellation, the **Agreement** price will include any application fee **You** paid. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Arizona: **We** reserve the right to cancel this **Agreement** upon thirty (30) days written notice, in the event of **Customer** fraud, material misrepresentation, or failure to pay. **You** will receive a refund of the unearned pro-rata **Agreement** price, minus any paid claims and administrative expenses equal to the lesser of seventy-five dollars ($75) or ten percent (10%) of the gross amount **You** paid for this **Agreement**. The notice of cancellation will include the reason and the effective date of cancellation. All brands of equipment will be covered under the **Agreement** subject to availability of repair parts. Only those items specifically named as Covered are eligible for coverage. Only those items specifically listed under NOT COVERED, will not be covered. Arbitration does not preclude **Your** right to file a complaint with the Arizona Department of Insurance and Financial Institutions. **You** may contact them at 602-364-2499 or difi.az.gov. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims.

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In Arkansas: A claim against the provider may include a claim for return of the unearned provider fee. **We** may use Non- Manufacturer parts to repair or replace a covered item. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Colorado: Action under this **Agreement** 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.S.R., and a party to such an **Agreement** may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws. **We** will initiate service within 72 hours of **Your** request for such services.
If We determine that Your gas-fueled appliance (as defined in Sec. 12-10-901, C.R.S.) is eligible for replacement under the terms of Your Plan, You have the option to request that We replace Your gas-fueled appliance with a similar appliance that operates on electricity rather than gas. In the event You request that We replace Your gas-fueled appliance with an electric appliance, You will be required to pay any additional cost for such replacement appliance to the extent the replacement cost exceeds the cost of replacing the gas-fueled appliance with another gas-fueled appliance; provided that, any additional cost You are required to pay for such replacement electric appliance, excluding any installation or other associated costs, will not exceed the retail cost of the replacement electric appliance minus the retail cost of a replacement gas-fueled appliance.
We will provide a replacement appliance that satisfies the efficiency requirements set forth in Article 7.5, Title 6 and any other Colorado state law. You may elect to replace a gas-fueled furnace, HVAC system, boiler, or water heater, with a heat pump-based system. You may elect to replace a gas-fueled stove with either an electric stove or an induction stove, at Your discretion.

In Connecticut: The following statements have been added:

1. This **Agreement** is automatically extended while a covered product is being repaired.
2. Resolution of Disputes: If **We** are unable to resolve any disputes with **You** regarding this **Agreement**, **You** may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**.

In Florida: If **You** cancel this **Agreement** within thirty (30) days of the receipt of this **Agreement**, **You** shall be entitled to one hundred percent (100%) of the unearned pro-rata **Agreement** charge less claims paid. If **You** cancel this **Agreement** after thirty (30) days of the receipt of this **Agreement**, **You** shall be entitled to ninety percent (90%) of the unearned pro-rata **Agreement** charge less claims paid. If the **Agreement** is cancelled by **Us** for any reason other than for fraud or misrepresentation, a refund will be based on one hundred percent (100%) of the unearned pro-rata premium. The transfer fee is revised to forty dollars ($40). **The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation. This Agreement may not provide listing period coverage free of charge. This Agreement may not exclude coverage because of the presence of rust or corrosion unless the rust or corrosion was a contributing cause of the Breakdown or failure of a covered appliance, unit or system.** Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.
In Georgia: CANCELLATION is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement Purchase Date**, **We** will refund You one hundred percent (100%) of the **Agreement Purchase Price**. After thirty (30) days, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to **Us**. **We** may cancel this **Agreement** for non-payment of the **Agreement Purchase Price**, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **We** cancel this **Agreement**, **We** shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. Arbitration is non-binding in Georgia. Limitations and Exclusions, Item 4 is amended to read: **This Agreement does not cover pre-existing conditions, defects, or deficiencies known to You.** In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims.

In Hawaii: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Illinois: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims.

In Iowa: We reserve the right to cancel this **Agreement** upon fifteen (15) days written notice, in the event of **Customer** fraud, material misrepresentation, or failure to pay. The notice of cancellation will include the reason and the effective date of cancellation. If **You** cancel the **Agreement** within thirty (30) days of the **Agreement Purchase Date**, and no claim has been made, **We** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. After thirty (30) days, or if a claim has been made, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less an Administrative fee not to exceed ten percent (10%) of the total purchase price. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the **Agreement** to **Us**. Iowa residents only may contact the Iowa Insurance Commissioner at the following address: 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 or by calling (515) 654-6600.

In Louisiana: **We** reserve the right to cancel this **Agreement** upon thirty (30) days written notice, at **Your** last known address. However, in the event of **Customer** fraud, material misrepresentation, failure to pay, or termination as a **Customer**, cancellation may be immediate. The notice of cancellation will include the reason and the effective date of cancellation. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the

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person authorized by the purchaser.

In Maine: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.
In Maryland: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Massachusetts: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Michigan: If performance of the **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

In Minnesota: You may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Missouri: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Nevada: **THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.** **We** will initiate repairs within 24 hours after **You** report the claim or as soon thereafter as reasonably practical. If **We** determine that repairs cannot be completed within 3 calendar days after the report of the claim, **We** will provide **You** and the Commissioner at pcinsinfo@doi.nv.gov with a status report. The status report will provide: a list of the required repairs or services; and the reason causing the delay; the status or any parts required; the current estimated time to complete the repairs or services; and contact information for **You** to make additional inquiries concerning any aspect of the claim. **We** will respond to such inquiries not later than 1 business day after such an inquiry is made. If **You** are not satisfied with the manner in which **We** are handling **Your** claim, **You** may contact the Commissioner of the Division of Insurance at 1-888-872-3234. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser. **We** reserve the right to cancel this **Agreement** upon thirty (30) days written notice, in the event of **Customer** fraud, material misrepresentation, or **Your** failure to pay. **You** will receive a refund of the unearned pro-rata **Agreement** price. **We** may also cancel this **Agreement** due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current **Agreement**, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued or last renewed. If the **Agreement** has been in effect for seventy (70) days or more, **We** can only cancel this **Agreement** due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current **Agreement**, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the **Agreement** was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the **Agreement**, or in presenting a claim for service; (3) An act or omission by **You** or a violation by **You** of any condition of the **Agreement**, which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**. If **We** cancel this **Agreement**, no cancellation fee will be imposed and no deduction for claims paid will be applied. If **You** are paying for your **Agreement** on a monthly basis, **We** may not deny service to **You** for non-payment of the monthly fee; however, upon fifteen (15) days' notice of such nonpayment by **You**, **Your Agreement** will be cancelled. The notice of cancellation will include the reason and the effective date of cancellation.

In New Hampshire: In the event **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261. **Agreement Termination** is deleted in its entirety and replaced with the following: If this Agreement is cancelled within the first thirty (30) days, and no services have been provided, You will be refunded the full purchase price. If this Agreement is cancelled after the first thirty (30) days, or if a service has been provided, You will receive a pro-rata refund, minus a cancellation fee of seventy-five ($75) dollars or ten percent (10%) of the gross amount You paid for this Agreement, whichever is less. No claims paid or incurred will be deducted from any refund that is due. Arbitration is subject to RSA 542.

In New Jersey: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. If **You** cancel **Your Agreement** within thirty (30) days of receipt of **Your Agreement** and do not receive a refund or credit within forty five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

In New Mexico: In the event of cancellation within the first thirty (30) days of the receipt of this Agreement, You will be refunded the full Agreement price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the Agreement holder. If the Agreement Holder cancels this Agreement thirty (30) days after receipt of this Agreement, a refund of 100% of the unearned pro rata Agreement Purchase Price will be provided, less a cancellation fee of $150.00 or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid. The refund shall be paid to the purchaser, or to the person authorized by the

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purchaser. No service Agreement that has been in effect for at least (70) days may be cancelled by the provider before the expiration of the agreed terms or one year after the effective date of the service Agreement, whichever occurs first, except for the following reasons: Agreement holder's failure to make full payment by the due date. Conviction of a crime that results in an increase in the service required under the service Agreement. Discovery of fraud or material misrepresentation by the Agreement holder in obtaining the service Agreement or in presenting a claim for service thereunder. Discovery of either of the following if it occurred after the effective date of the service Agreement and substantially and materially increased the service required under the service Agreement: An act or omission by the Agreement holder; or A violation by the Agreement holder of any conditions of the service Agreement. If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. **ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.** In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In New York: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Oklahoma: **You** may cancel this **Agreement** for any reason at any time. To cancel, contact Hero Protects in writing at 13801 Riverport Drive, Suite 100, Maryland Heights, MO 63043 Attn. Customer Service Department. If **You** cancel within the first thirty (30) days of receipt of **Your Agreement**, **You** will receive a full refund. If **You** cancel after thirty (30) days, **You** will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation or nonpayment by **You**.
Notice of such cancellation will be mailed to **You** at least thirty (30) days prior to cancellation. If **We** cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contract. NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

In Oregon: ARBITRATION does not apply in Oregon. The license number for Assurance Express, LLC is #177311793

In South Carolina: Complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, PO BOX 100105, Columbia, SC 29202-3105, Telephone # 1-803-737-6180. Cash settlements are not an option for South Carolina **Customers**. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Texas: If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. CANCELLATION section is amended as follows: You, the Service Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider.

In Utah: Requesting Service, Item 6.a. is deleted in its entirety. In the event a repair is required outside of the normal business hours of the **Administrator**, **You** may engage **Your** own licensed repair provider without prior authorization. Proof of loss should be furnished by **You** to **Us** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. **We** can cancel the **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel the **Agreement** during such time period for nonpayment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel the **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: material misrepresentation, substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement**, substantial breaches of contractual duties, conditions, or warranties This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contract the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Limitations and Exclusions, the third sentence is replaced with the following: If, within 60 days, We have not paid any claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims.

In Virginia: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims.

In Washington: the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. This right to cancel the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. **We** reserve the right to cancel this **Agreement** for any reason. If **We** cancel this **Agreement**, **We** will mail **You** written notice of such cancellation

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thirty (30) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. This **Agreement** is not a contract of insurance, but the obligations of the **Obligor** are secured by an insurance policy issued by Lexington National Insurance Corporation, [P.O. Box 6098, Lutherville, MD 21094], [(888)888-2245]. **You** may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of your **Agreement** when sending correspondence to the Insurer.

In Wisconsin: Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** or to obtain preauthorization does not invalidate or reduce a claim, and **We** will not deny a claim unless **We** are prejudiced by such failure. **You** may cancel the **Agreement** by calling Us at (800) 833-0193 . Cancellation becomes effective at the end of the current month of coverage. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price. **We** reserve the right to cancel this **Agreement** upon thirty (30) days written notice mailed to **Your** last known address. This **Agreement** may be cancelled by **Us** for nonpayment of the **Agreement** price, material misrepresentation by **You** to **Us**, or substantial breach of duties by **You** relating to the covered products or their use. The notice of cancellation will include the reason and the effective date of cancellation. If this **Agreement** is cancelled by **Us** for a reason other than nonpayment of the **Agreement** price or if **You** should cancel this **Agreement** anytime during the applicable term of this **Agreement** or after a claim has been made, **We** shall refund to **You** one hundred percent (100%) of the unearned pro-rata **Agreement** price, less any claims paid. In the event of a total loss of property, **You** can cancel this **Agreement** and receive a pro-rata refund, less any claims paid. If **We** fail to credit a refund within forty-five (45) days after return of the **Agreement**, a ten percent (10%) penalty per month applies to any refund not paid or credited. If **We** choose to non-renew, **We** will give sixty (60) days' notice to **You**. **We** can only change the rate upon renewal. **We** will give sixty (60) days' notice for any rate increase of 25% or more. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The Insured will be made whole before the Insurer may retain amounts it has recovered. The Service Contract Provider is Assurance Express, LLC, located at 13801 Riverport Drive, Suite 100, Maryland Heights, MO 63043-0010. Obligations of the provider under this **Agreement** are insured under a service contract reimbursement insurance policy. In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

In Wyoming: In the event of cancellation within the first thirty (30) days of the receipt of this **Agreement**, **You** will be refunded the full **Agreement** price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Agreement** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

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