

Warranty Terms

**DYNAMIC
HOME
REPAIR**

LIFETIME HOME WARRANTY

POWERED BY

DYNAMIC WARRANTY
ADMINISTRATION



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*Hey dealers, attach
your signed docs here!*



Lifetime Service Agreement Program Registration

AGREEMENT HOLDER INFORMATION

Name Agreement Number

Phone Email

Address *complete only if Agreement Holder's address is different from the Covered Property address*

COVERED PROPERTY ADDRESS

Address

AGREEMENT INFORMATION

Agreement Purchase Date Agreement Effective Date

Agreement Renewal Date *12-months after the agreement effective date* Manufacturer Warranty Expiration Date

Service Call Fee Agreement Purchase Price

COVERAGE SELECTED

Select the dwelling type being covered by this policy:

- Newly Manufactured Single-Family home less than 5,000 sq. ft.
- Pre-Owned Manufactured Single-Family home less than 5,000 sq. ft.

SERVICE AGREEMENT begins on the date listed above and shall continue for as long as You own the Home, provided that You meet the inspection requirements on the Unit as detailed herein and provide proof of inspection to the Administrator.

Inspection receipts must be delivered to the Administrator within 30 days of the anniversary date of the Agreement Inspection Date each year. Failure to do so will void this Service Agreement.

CUSTOMER INITIALS

SELLER INFORMATION

Name Phone

Address

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.

You are required to receive prior approval from Us as soon as the problem is discovered. We will accept service calls from [8:00 AM to 5:00 PM EST Monday through Friday at 833-205-8200, or You may file Your claim online 24 hours a day/7 days a week at dynamichomerepair@afgusa.net. If there is an after-hours emergency, You must send an email to [TBD] outlining the details of the issue. Your Service Fee for each service requested is [\$75.] Should You have questions pertaining to this Agreement, please call Our office at 833-205-8200].

Submit all documents to
DYNAMICWARRANTY.COM or DYNAMIC WARRANTY ADMINISTRATION,
3900 DAVE WARD DRIVE, SUITE 1900 #176, CONWAY, AR 72034

WARRANTY 101

WE, US, OUR, AND OBLIGOR

the company obligated under this Agreement
Prime Reserve Plus, Inc. 1900 Champagne Blvd.
Grapevine, Texas 76051. 833-205-8200.

ADMINISTRATOR

Prime Reserve Plus, Inc. the company providing
administration of this Agreement.

BREAKDOWN

means the failure of any original or like
replacement part covered by this Service
Contract to perform as it was designed to
perform in normal service, provided it has
received customary maintenance as outlined in
this Agreement.

BREAKDOWN

does not include normal wear.

COST

means the usual and fair charges for parts and
labor necessary to repair or replace the Covered
Items, and shall not exceed manufacturer's
suggested retail price for parts and labor
allowances derived from nationally recognized
labor time standards.

HOME

the covered home identified in this Agreement.

SELLER

the entity selling You this Agreement.

SERVICE FEE

the fee that is due by You for each service call, or
actual cost of service, whichever is less, paid to
the authorized service professional at the time of
service whether or not the failure is determined
covered by this Agreement.

SERVICE PROVIDER

the entity responsible for providing service
under this Agreement.

YOU, YOUR, AND THE CUSTOMER

the original purchaser of the Agreement
and contracting for services covered by this
Agreement.

ANNUAL INSPECTION

is an examination of the condition of the
parts, appliances and systems covered by this
Agreement.

AGREEMENT DATE

means the date YOU become the actual owner
of the property (closing date) and received this
Agreement.

COVERED ITEMS

means the items listed in the We've Got You
Covered section of this Agreement.

REGISTRATION PAGE

means the document executed by YOU which
is attached to the inside front cover of this
Agreement.

NORMAL WEAR

means the gradual lessening of performance
due to usage.

AGREEMENT PURCHASE DATE

means the date that You purchased Your home
and legally obtained ownership and received
this Agreement.

This Agreement is not a contract of insurance or a warranty subject to the Federal Magnuson-Moss Act. Please read this Agreement carefully, as it describes the protection You will receive in return for Your payment of the Agreement Purchase Price and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You must keep this Agreement, Your sales invoice or receipt for the product You purchased. They are integral parts of this Agreement and You may be required to produce them in order to obtain service. You must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Registration Form to determine the term of this Agreement and if there is a Service Fee required to obtain service. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Agreement.

*This Agreement is not offered in Rhode Island or Virginia.

WE'VE GOT YOU COVERED

WHAT'S COVERED

MAJOR APPLIANCES AND SYSTEM COMPONENTS*	Per System	Aggregate Maximum Per Year
DISHWASHER ¹	\$500	\$3,000
KITCHEN REFRIGERATOR ²	\$500	
ICE MAKER & DISPENSER ³	\$500	
KITCHEN EXHAUST FAN ⁴	\$500	
RANGE/OVEN/COOKTOP ⁵	\$500	
TRASH COMPACTOR ⁶	\$500	\$1,200
BUILT-IN MICROWAVE OVEN ⁷	\$500	
CEILING FAN ⁸	\$500	
GARBAGE DISPOSAL ⁹	\$500	
HVAC		
AIR CONDITIONING ¹⁰	\$1,000	\$2,500
DUCTWORK ¹¹	\$500	
HEATING SYSTEM/HEATING PUMP ¹²	\$1,000	
PROGRAMMABLE THERMOSTAT ¹³	\$500	

ELECTRICAL

INTERIOR ELECTRICAL ¹⁴	\$500	\$500
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PLUMBING SYSTEM

INTERIOR PLUMBING ¹⁵	\$500	\$1,000
WATER HEATER ¹⁶	\$500	

WHAT'S COVERED

*Major brands of equipment will be covered under this Agreement subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

Limitations do apply to certain Covered Items under this Service Contract. For those items listed in the table above, we've provided an exhaustive list of specifically what is covered. If the Covered Item part is not listed below, it is not covered.

1. We will cover up to [\$500]. COVERED: heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel, and related electrical parts.
2. We will cover up to [\$500]. COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits.
3. We will cover up to [\$500]. COVERED: mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm.
4. We will cover up to [\$500]. COVERED: all internal related electrical parts, including belts, fan motors, motors, switches, relays, and control boards.
5. We will cover up to [\$500]. COVERED: surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, and internal wiring.
6. We will cover up to [\$500]. COVERED: Removable buckets, and lock and key assemblies.
7. We will cover up to [\$500]. COVERED: door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, and related electrical parts.

8. We will cover up to [\$500]. COVERED: ceiling fan motors and controls (replaced with builders standard).
9. We will cover up to [\$500]. COVERED: all mechanical and electrical components and parts.
10. (Electric only) We will cover up to [\$1,000]. Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.
11. We will cover up to [\$500]. COVERED: accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills.
12. (Gas or Electric) We will cover up to [\$1,000]. COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating Customer's entire residence are covered as central heat. [NOTE: For cooling or heating systems over [ten (10)] years old: If the repair is over [\$600] or parts are not available to repair the equipment, a [\$600] replacement allowance will be paid to You. This allowance will increase by [\$50] for each full year You have an active Agreement up to a maximum of [\$1,000]. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.]
13. We will cover up to [\$500]. COVERED: Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit.
14. We will cover up to [\$500]. COVERED: all interior AC wiring including receptacles, switches, fuses, and single or two pole breakers.
15. We will cover up to [\$500]. COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs.
16. (Gas or Electric) We will cover up to [\$500]. COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.

Under this Service Contract, You are limited to repairs occurring within the Term of this Service Contract, not to exceed the claims limits identified in the table above during any contiguous 12-month period.

There is a \$75 service fee for every service call. An annual inspection is required to maintain Your Dynamic Lifetime Coverage under this Service Contract. Inspections must be made within thirty (30) days from Your anniversary date each year. [NOTE: For appliances and systems over ten (10) years old: If the repair is over [\$300] or parts are not available to repair the equipment, a [\$300] replacement allowance will be paid to You. This allowance will increase by [\$50] for each full year You have an active Agreement up to a maximum of [\$500]. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.]

To Obtain Service



1. You are required to receive prior approval from Us before service work can be performed under this Agreement. You should notify Us as soon as the problem is discovered. We will accept service calls from [8:00 AM to 5:00 PM EST Monday through Friday at 833-205-8200, or You may file Your claim online 24 hrs a day/7 days a week at [TBD]. If there is an after-hours emergency, You must send an email to [TBD], outlining the details of the issue. Notice of any malfunction must be given to Us prior to expiration of this Agreement.

EMERGENCY REPAIR: In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing, or a substantial loss of electrical service, or any other covered condition which renders a dwelling uninhabitable, it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Agreement or email Administrator with contact and Agreement information at dynamichomerepair@afgusa.net. Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs.



2. Upon request for service, We will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.
3. We have the sole and absolute right to select the Service Provider to perform the service, and We will not reimburse for services performed without prior approval.
4. You will pay up to a [\$75] Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of this Agreement until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Agreement term will not be extended.
5. If service work performed under this Agreement should fail, then We will make the necessary repairs without an additional Service Fee for a period of ninety (90) days on parts and thirty (30) days on labor.



OUTSIDE THE COVERAGE ZONE

What's Not Covered

Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

Costs covered by any other warranty or a repairer's guarantee, regardless of whether such other warranty or guarantee is honored.

Maintenance services and parts described in the manufacturer's maintenance schedule in the owner's manual for a Covered Item.

Anything not listed in the "We've Got You Covered" section of this Service Contract.

Glass, glass framework light bulbs, trim, moldings, caulking, furnishings, and paint.

Breakdown of a Covered Item used for commercial purposes, including but not limited to temporary rental.

Breakdown of a Covered Item used as a rental, including but not limited to: Airbnb, daily rentals, and living rentals.

Aftermarket accessories or nonoriginal equipment, component and systems non-original to the manufacturer, including but not limited to: home security systems, enhanced electrical systems such as home theater/entertainment systems or outlet additions, radio or speaker equipment, and telecom or internet connection lines (CAT-5, Coax, LAN line, etc.).

Repairs performed without prior notification by You and authorization by Us.

Repairs to correct a cosmetic imperfection.

Breakdowns resulting from the failure to protect Your Covered Item from further damage after a breakdown occurs.

Breakdowns resulting from the failure of a non-covered component.

Breakdowns that are caused by any condition that is not considered to be normal wear-and-tear such as but not limited to: Misuse, abuse, or improper usage; Lack of capacity or insufficient or undersized systems or components; Improper previous repairs or modifications; Missing parts, components, or equipment; Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mudslides, soil movement, other acts of nature, accidents, or any other risk covered by homeowner's insurance; Manufacturer or builder defects; Chemical, soap, or sedimentary build-up (except water heaters); or Pest or pet damage.

Pre-existing defects or conditions, whether known or unknown.

Hotel and/or travel expenses.

Car and/or trailer rental expenses.

Expenses related to the disposal of environmentally unsafe materials.

Failure of parts or components caused by the lack of manufacturer recommended maintenance of Items Covered under this Service Contract.

Secondary, consequential, or incidental damages resulting from the malfunction of any covered item such as but not limited to: food spoilage, loss of income, utility bills, additional living expenses, or the restoration or repair of walls, ceiling, flooring, cabinets, countertops, or painting.

Any liability for property damage or injury or death of any persons arising out of the operation, maintenance or use of Your Covered Items, whether related to the parts covered are not covered. Loss of time, profit, inconvenience, or any other loss that results from a failure.

Any consumable part, including but not limited to: light bulbs, fuels, filters (including carbon media), remote controls or batteries or failure due to batteries; any removable components and components which do not affect the primary function of the Covered Product; or customer education.

Electronic, computerized home management systems such as but not limited to: energy, lighting, comfort, appliance, or pool management systems.

All other components, including but not limited to: Gas air conditioning systems, wifi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.

Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi- temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping.

Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents or chipping.

Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.

Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator. We are not responsible for any repair work which must be executed to access interior lines or pipes.

Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.

Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.

Problems and/or jams caused by bones and foreign objects other than food.

Damage caused by fire, theft, vandalism, riot, explosion, lightening, earthquake, windstorm, hail, water, freezing or flood.

Common systems or systems and appliances in common areas of multifamily dwellings and mobile home parks.

Peripherals, adjunct devices or any device that is detachable from Your Covered Item's housing.

Damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of a Covered Item such as, but not limited to, appearance parts or decorative finishing.

Limit of Coverage Liability & Conditions

1. We will not pay more than the current market value for any appliance, system or item unless otherwise noted in the We've Got You Covered Section. - APPLIANCE AND SYSTEM COMPONENTS.
2. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, [\$5,000] per [twelve (12)] month period.
3. 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, system or electronic equipment, 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, TV's or Radios in Refrigerators.
4. 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 settlements 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 up to the Limit of Coverage Liability.

5. 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 as determined by an in-home inspection.
6. We reserve the right to obtain a second opinion at Our expense.
7. We reserve the right to use qualified Service Providers, 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.
8. 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.
9. We are not a Service Provider and are not Ourselves undertaking to repair or replace any such systems or components.
10. In the event that there is any other collectable insurance, service agreement, 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, service agreement, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.



THE LEGAL STUFF

Exclusions

We are NOT responsible for:

- A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/drainng 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.
- C. Missing parts or structural changes, or any foundation or structural repairs
- 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.
- 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 electronic equipment.
- I. 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.
- J. 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 agreement; This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
- K. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Agreement Purchase Date.
- L. Any service or repair associated with hazardous material treatment, removal, or disposal.
- M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
- N. 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.

- O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- P. Failures due to an inherent design flaw from the manufacturer.
- Q. Sewage backup.

Annual Inspection

An annual inspection must be performed within 30 days of the anniversary date of the Agreement Date each year.

Because we want you to have peace of mind, we offer an annual inspection for \$299, which includes selecting a qualified and licensed inspector, scheduling the inspection at a time most convenient for you, and making sure everything we cover is in working order.

You may alternatively have an inspection performed by a licensed inspection professional. Should you choose to have your annual inspection performed by an independent licensed inspection professional, you will be required to perform the following:

- A. Obtain a copy of Our annual inspection checklist either by contacting us at 1-833-205-8200 or by emailing Us at dynamichomerepair@afgusa.net.
- B. Have Our annual inspection checklist completed by the independent licensed inspector and submitted to us by the end of the 30-day grace period from Your anniversary date, either by mail or email.
- C. Send Us originals of all documentation and invoices provided to You by the licensed inspection professional, which include proof of licensing, a complete executed annual inspection checklist including signature to the address below:

Dynamic Home Repair – Dept. Annual Inspection
1900 Champagne Blvd
Grapevine, Texas 76051

- D. You may also scan and send copies to dynamichomerepair@afgusa.net.

You will be allowed up to a 30-day grace period from Your anniversary date to complete the required annual inspection. We may suspend or cancel Your eligibility under this Service Agreement if You fail to have an annual inspection completed within 30 days from Your anniversary date, which is exactly one (1) year from Your agreement start date and every subsequent year from the start date of Your agreement.

In the event any coverage limits or fees become necessary in the future, You will receive at least a thirty (30) day notice prior to implementation.

Laws, Codes, & Regulations

This Agreement does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency

requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.

Plan Terms & Conditions

By receiving this Home Service Contract, and signing Declarations Page, You acknowledge that You have carefully read, understood, and agree to the terms and conditions set forth herein. Please retain this document for Your records. These terms and conditions, along with Your executed Declarations Page, constitute the entire agreement between the parties to this Service Contract, inclusive of all obligations and duties. This is not a contract of insurance.

Coverage Period

Your initial payment includes a thirty (30) day waiting period before You are eligible for coverage under this Agreement. Coverage begins on the Agreement Effective Date as indicated on the Registration Page which is thirty (30) days after the Agreement Purchase Date indicated on the Registration Page.

The Coverage Term is for a continuous 12-month period. Coverage under Your Agreement will continue as long as You have an annual inspection to renew coverage, or until You cancel this Agreement, or decide to non-renew this Agreement, and properly maintain the home (including but not limited to filing appropriate claims on items covered by this Agreement and any other Manufacturer Warranty or applicable Insurance Policy) and maintain proof of maintenance as required.

During the coverage period, We will arrange for an authorized Service Provider to service, repair or replace covered items, due to a Breakdown. This Agreement provides coverage only for those items specifically listed in the chart above. Appliance and System Components and excludes all other items. Coverage is subject to limitations and conditions specified in this Agreement.

What Your Agreement Covers

The provisions of this Agreement provide for the service, repair or replacement of the covered parts and labor due to a Breakdown.

The appliance(s) or system(s) must be:

1. Located within the confines of the main foundation of the home
2. In good working order on the Agreement Effective Date;
3. Properly maintained
4. For replacement, installed during the coverage period
5. Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). This Agreement does not cover costs for maintenance.

This Agreement only covers residential manufactured homes less than 5,000 square feet. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity, or anyone other than the original homeowner and purchaser of this Agreement, are not covered. Common areas or items shared by non-purchasers of this Agreement will not be covered.

Coverage Term

A "Dynamic Lifetime Coverage" Service Contract is enrolled on the home by or on behalf of a prospective Mobile Home Manufactured or Prefabricated Dealer or other authorized entity, a Residential Home Developer, or a Real Estate Broker or Agent (collectively the "Seller") when the home is originally sold.

By enrolling in Service Contract, the Seller agrees to provide the home purchaser with a Dynamic Home Repair Service Contract. The Service Contract term begins upon the close date of the purchased home, and continues, as long as the original home purchaser owns the home and performs other required responsibilities as outlined by this Service Contract, including but not limited the completion of an annual inspection.

Your Responsibilities

You are responsible to operate covered systems and appliances and perform any manufacturer required maintenance on covered equipment according to the guidelines located in the Owner's Manual.

When a failure occurs, turn covered item off and protect it from further damage and immediately initiate a service request via our website or by calling **1-800-674-2604**. Should You fail to take reasonable measures to mitigate further damage to protect the covered item from further damage and notify Us by initiating a service request, all consequential damage shall not be covered.

You, as the Service Contract holder, are obligated to provide information relating to the cause, nature, and timing of any breakdown. This information may include inspection reports, real estate contracts, and repair invoices.

Maintenance Requirements: To keep this Service Contract in effect, You must follow the standard maintenance procedures found within the Owner's Manual of the Covered Item. If further servicing requires specialized skill or knowledge to maintain the item covered under this Service Contract, the required maintenance must be performed by a professional licensed technician. Failure to follow these procedures and maintain proof thereof as required below will result in denial of coverage and Your Service Contract will be void.

Prevent Further Damage: In the event of a Covered Item breakdown or normal wear and tear requiring a service request, You shall use reasonable means to protect the Covered Item from further damage.

Obtaining Authorization: You must obtain authorization from Us by initiating a service claim by calling the number listed on the Declarations Page prior to any repair being performed. Claims may also be submitted at **www.DynamicHomeRepair.com**.

If a repair is performed in the evening, on a Weekend, or on a holiday, You must contact Us the following business day to receive further instructions.

Pay for Certain Repairs: After repairs are completed to Your reasonable satisfaction, You must pay the cost of any repairs not covered by this Service Contract. We will make a reasonable effort to handle billing directly with the repairer. However, if the repairer will not bill Us directly, You may be required to pay for the cost of covered repairs and submit Your own claim for reimbursement.

Annual Inspection: An annual inspection must be performed within 30 days of the anniversary date of the Agreement Date each year.

We offer an annual inspection for \$299. You may alternatively have an inspection performed by a licensed inspection professional. Should You choose to have Your annual inspection performed by an independent licensed inspection professional, You will be required to perform the following:

- Obtain a copy of Our annual inspection checklist either by contacting us at **1-800-674-2604** or by emailing Us at **inspection@dynamichomerepair.com**.
- Have Our annual inspection checklist completed by the independent licensed inspector and submitted to Us by the end of the 30-day grace period from Your anniversary date, either by mail or email.
- Send Us originals of all documentation and invoices provided to You by the licensed inspection professional, which include proof of licensing, a complete executed annual inspection checklist including signature to the address below:

**Dynamic Home Repair – Dept. Annual Inspection
1237 Front St
Conway AR 72032**

- You may also scan and send copies to **inspection@dynamichomerepair.com**.

You will be allowed up to a 30-day grace period from Your anniversary date to assist with completing the required annual inspection. We may cancel Your eligibility under this Service Contract if You fail to have an annual inspection completed within 30 days from Your anniversary date, which is exactly one (1) year from Your Service Contract start date and every subsequent year from the start date of Your Service Contract.

Emergency Repair Section

In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Agreement or email Administrator with contact and Agreement information at dynamichomerepair@afgusa.net. Appliance failure is not considered an emergency. If the determination has been made by the Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs.

Limitations on Claims

Claim Limits: In no event shall We be liable for claims that exceed the claim limits. All claims combined are subject to the Aggregate Limit during any contiguous 12-month period. Dynamic Lifetime Coverage does not cover a failure in a Covered Item caused by improper installation or repair before Service Contract start date or after. Coverage does not cover pre-existing failures, both known and unknown.

Replacement: If We determine, at Our sole discretion, that Your Covered Product cannot be repaired, We will provide a replacement of like kind and quality, or, at Our sole discretion, issue a check made payable to You in an amount, as determined by Us, up to the limits indicated on the Declaration Page and this will satisfy Our full obligation under This Service Contract. 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.

Second Opinions: We reserve the right to obtain a second opinion at Our expense. In the event that We inform You the malfunction is not covered, You have the right to request a second opinion of the cause of the malfunction. You must ask Us for a second opinion from another Dynamic Home Repair Pro within seven (7) days from the time We informed You the malfunction was not covered. If the outcome of the second opinion is different from the first opinion, You will not owe an additional service fee. If You request a second opinion, You will be responsible for the payment of an additional service fee only if the outcome of the second opinion is the same as the initial opinion.

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.

Permits & Other Fees

We will pay up to \$250 per occurrence to acquire legally required permits and/or to correct code violations in conjunction with a replacement covered by this Service Contract.

You may be responsible for the payment of additional fees not covered according to the terms and conditions of the Service Contract. These fees may include, but are not limited to:

- Costs related to refrigerant recapture, reclaim and disposal

- The cost of construction, carpentry or other structural modifications made necessary by existing or installing different equipment
- Relocation of equipment
- The costs of testing required by statute or regulation associated with the repair or replacement of covered items or components.

Access Limitations

Except if specifically described herein, this Service Contract does not cover additional costs of gaining access to and closing access from the repair of Covered Items; nor does it provide for restoration of walls, floor coverings, ceilings, cabinets, or for cosmetic items.

Where covered repairs require access to plumbing, We will only provide access to plumbing systems through interior unobstructed walls, ceilings, and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, We will restore access openings to a "rough" finish only (consequential damage is covered by homeowner's insurance). This agreement does not cover access through an exterior wall. This agreement also does not cover diagnosis, repair, or replacement for leaks in water, drain, gas, or polybutylene piping that are underground or obstructed by concrete or any other solid surface.

Where covered repairs require access to ductwork, We will only provide access to, and sealing of ductwork through interior unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall or ceiling, We will pay up to \$500 per contract term for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish. This Service Contract does not cover access through an exterior wall.

Terminations

This Service Contract terminates when ownership of the home is transferred to a new owner or the maintenance performed on the home is not performed as outlined in this Service Contract, which includes but not limited to negligence, willful or otherwise, as required in the Maintenance Requirements of this Service Contract, whichever occurs first.

Cancellations

You may cancel this Agreement at any time and for any reason by contacting the Seller.

1. In the event of cancellation within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid.
2. If cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Purchase Price less a seventy-five dollar (\$75) fee and less any claims paid.
3. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to non-renew. In the event of cancellation for

customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

4. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

Transferability

This Agreement is non-transferable to a new owner. This Agreement is non-transferable to a new address.

Force Majeure

We will not be held responsible for any delay or failure in performance under any part of this Service Contract to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond Our control.

Financial Responsibility

Unless expressly stated otherwise herein, Your obligations under this Service Contract are backed by Your full faith and credit.

Dispute Resolution/ Arbitration Agreement & Class Action Waiver

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Agreement in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this

agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, <http://www.adr.org>. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at <http://www.adr.org> or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in

arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).

To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Service Contract Not Required for Financing or Purchase: You are not required to purchase this Service Contract as a condition of financing or purchase.

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 Deerwood Park Blvd., Suite 200, JACKSONVILLE, FL 32256 (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 Deerwood Park Blvd., Suite 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 Deerwood Park Blvd., Suite 200, JACKSONVILLE, FL 32256 (800) 888-2738.

If the OBLIGOR fails to pay an authorized claim within sixty (60) days, or if the obligor becomes insolvent or ceases to conduct business during the term of this agreement, YOU MAY submit YOUR CLAIM directly to the applicable insurer at the above address for consideration.

No Deductible: There is no deductible applicable to this Service Contract.

Rights of Recovery: We may require You to assign Us Your rights of recovery against others. We will not pay for a claim if You impair these rights to recover. Your right to recover may not be waived.

Our Right To Recover Payment: If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

Mandatory Arbitration: We, Dynamic Home Repair, and You, the Service Contract holder, will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Service Contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the Service Contract or the parties’ relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association (“AAA”) under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at www.adr.org or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

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 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.

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".

State or Federal Law: If there is a provision in this Service Contract that is deemed to be in violation of state or federal law, then state or federal law supersedes that provision. This Service Contract gives You specific legal rights, and You may also have other rights which vary from state to state.

STATE REQUIREMENTS AND DISCLOSURES:

The following additional terms and conditions apply only to Service Contracts originating within the states indicated below and shall govern to the extent of any express conflict with a provision above. This Service Contract gives You specific legal rights and You may also have other rights which vary from state to state. Additional terms and conditions applicable only to a Service Contract originating within the states where the Home is located shall govern to the extent of any express conflict with a provision within this Service Contract. We do not authorize any person to create for Us any other obligation or liability in connection with Your Home.

Alabama: CANCELLATION OF THE AGREEMENT section is amended as follows: If the Agreement is cancelled, the You shall be entitled to a pro rata refund of the paid Agreement fee for the unexpired term, less service and a \$25 administrative cost incurred by Obligor. If the Agreement is cancelled within thirty (30) days of the date the service Agreement was mailed or within ten (10) days of delivery if the Agreement is delivered at the time of sale and no claims have been made, the Agreement holder is entitled a refund of 100% of the premium. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

Arizona: CANCELLATION OF THE AGREEMENT section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee may not exceed ten percent (10%) of the gross amount paid by You for this Agreement. Arbitration section is amended as follows: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). Exclusions listed in the Agreement apply once the Covered Product is owned by You.

Limit of Liability and Conditions, 4., is revised to include: This Agreement does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the person selling the Agreement on Our behalf.

Appliance and System Components, is revised to delete the following: Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

Arkansas: CANCELLATION OF THE AGREEMENT section is amended as follows: 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.

Colorado: Actions under this Agreement may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and You may have a right of civil action under those laws.

Connecticut: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes

between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: 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.

If the Covered Property is in Our custody and this Agreement expires, this Agreement is automatically extended until the repairs are completed.

Florida: CANCELLATION OF THE AGREEMENT section is amended as follows: If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Obligor or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf.

If the Covered Property is sold during the term of this Agreement, You may transfer this Agreement to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and an Administrator fee of forty dollars (\$40) payable to Administrator. A copy of the Agreement is available upon request.

The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation will comply with O.C.G.A. 33-24-44 of the Georgia Code. All provisions of this section apply except, if You cancel this Agreement, You shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid agreement fee; and if We cancel Agreement, You shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Arbitration section of this Agreement is removed.

Hawaii: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

Illinois: CANCELLATION OF THE AGREEMENT section is amended as follows: If You cancel within the first thirty (30) days of the Coverage Period, and no service request has been made, You are entitled to a full refund of the cost of this Agreement less an Administrator fee of the lesser of \$50 or 10% of the Agreement fee. If Obligor cancels this Agreement or if You cancel this Agreement after the first thirty (30) days of the Coverage Period, then You shall be entitled to a pro rata refund of the paid Agreement fee for the unexpired term, less an Administrator fee of the lesser or \$50 or 10% of the Agreement fee, and any actual service costs incurred by Obligor.

Iowa: The issuer of this Agreement is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. CANCELLATION OF THE AGREEMENT section is amended as follows: If We cancel this Agreement, We shall mail a written notice of termination to You at least fifteen (15) days before the date of the termination. Prior notice of cancellation by Us is not required if the reason for cancellation is nonpayment of the Agreement purchase price, a material misrepresentation by You to Us or Administrator, or a substantial breach of duties by You related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this Agreement is cancelled by Us for any reason other than nonpayment of the purchase price, We shall refund You in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. We may charge a cancellation fee in an amount no greater than ten percent (10%) of the total purchase price. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within thirty (30) days after the return of the Agreement to the provider.

Kentucky: You are entitled to make a direct claim against the insurer if We fail to pay any covered claim within sixty (60) days after the claim has been filed.

Louisiana: CANCELLATION OF THE AGREEMENT section is amended as follows: 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. If this Agreement is canceled by Obligor, Obligor shall mail a written notice to You at the last known address at least fifteen (15) days prior to cancellation by Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

Maine: CANCELLATION OF THE AGREEMENT section is amended as follows: The provider of the Agreement shall mail a written notice to the You at the Your last known address contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to You one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by You may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

Maryland: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

Massachusetts: CANCELLATION OF THE AGREEMENT section is amended as follows: 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.

Minnesota: CANCELLATION OF THE AGREEMENT section is amended as follows: 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.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

This Agreement includes a binding Arbitration agreement.

The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.

The results of the Arbitration are final and binding on You and Us.

In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.

When You become an Agreement holder under this Agreement, You must resolve any dispute related to the Agreement by binding arbitration instead of a trial in court, including a trial by jury.

Binding arbitration generally takes the place of resolving disputes by a judge and jury.

Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll free assistance line at 800-867-2216.

Missouri: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

Nevada: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of the Coverage Period and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. Cancellation fee is not applicable. 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. This Agreement shall be non-cancelable by Obligor, except for: Nonpayment of Agreement fees by You; or Fraud or material misrepresentation by You. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If We cancel this Agreement, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

In emergency situations that defects immediately endanger the health and safety of You, and the Administrator determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, Administrator will provide a status report to You and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment by You to respond to such inquiries no later than one

(1) business day after such an inquiry is made. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If You are not satisfied with the manner in which We are handling the claim on the Agreement, You may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. Refer to Your Registration Page, sales receipt or invoice for the purchase price of this Agreement.

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New Jersey: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

New Mexico: CANCELLATION OF THE AGREEMENT section is amended as follows: We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

New York: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within twenty (20) 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 thirty (30) days after the cancellation of this Agreement.

North Carolina: CANCELLATION OF THE AGREEMENT section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement. The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

Oklahoma: This Agreement is not issued by the manufacturer or wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION OF THE AGREEMENT section is amended as follows: In the event You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf.

ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Unless otherwise required by the laws of the state where the Covered Property is located, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the Obligor to perform under the Agreement, the insurer shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and any service that the Obligor is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. CANCELLATION OF THE AGREEMENT section is amended as follows: You, the 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. ARBITRATION section of this Agreement is removed.

South Carolina: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within twenty (20) 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 a dispute with the provider of this Agreement, You

may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas: Obligor will provide You with written notification of any material changes to this Agreement forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Agreement by providing written notice within the forty-five (45) day period prior to the effective date of the change. If You do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by You. It is understood that OBLIGOR WILL NOT BE THE SERVICE PROVIDER and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components. CANCELLATION OF THE AGREEMENT section is amended as follows: You, the 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. ARBITRATION section of this Agreement is removed.

South Carolina: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within twenty (20) 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 a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas: Obligor will provide You with written notification of any material changes to this Agreement forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Agreement by providing written notice within the forty-five (45) day period prior to the effective date of the change. If You do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by You. It is understood that OBLIGOR WILL NOT BE THE SERVICE PROVIDER and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT. UNDER TEXAS OCCUPATIONS CODE §1303.304.

NOTICE: THIS AGREEMENT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049.

NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

CUSTOMER'S SIGNATURE _____

DATE _____

Utah: CANCELLATION OF THE AGREEMENT section is amended as follows: We can cancel this 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 this Agreement during such time period for non-payment 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 this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This Agreement is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN

SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

EMERGENCY SERVICE: If You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement. All coverage and exclusions in this Agreement will apply.

Vermont: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of receipt of this Agreement if You have not received any Service for a full refund of the amount paid by You under this Agreement.

Washington: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation may be made by You at any time. If cancelled within thirty (30) days of acceptance of Obligor, and no service request has been made, You are entitled to a full refund of the Agreement proceeds. A ten (10%) percent penalty per month shall be added to a refund of the Agreement Purchase Price that is not paid or credited within thirty (30) days after return of the Agreement to Us. You are not required to wait sixty (60) days before filing a claim directly with Us. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

All references to Obligor throughout this Agreement are replaced with Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the Agreement holder's permanent residence.

EMERGENCY SERVICE: If You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement. All coverage and exclusions in this Agreement will apply.

Wisconsin: CANCELLATION OF THE AGREEMENT section is amended as follows: This Agreement shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. The Administrator fee of the lesser of \$30 or 10% of the Agreement fee does not apply to Wisconsin residents. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement purchase price, less any claims paid on Your Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Timeliness of notice. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Agreement, failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit. The Arbitration section of this Agreement is removed.

Wyoming: CANCELLATION OF THE AGREEMENT section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, 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. If this Agreement is canceled by Obligor, Obligor shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You. that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. If You are unable to contact or obtain satisfaction from the Home Service Agreement Provider then You may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.

If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, office of Charitable and Regulatory Programs at <http://www.vdac.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.



DYNAMIC WARRANTY

ADMINISTRATION

(800) 674-2604 | [DYNAMICHOMEREPAIR.COM](https://www.dynamicwarranty.com)