

COVERAGE SUMMARY

This Coverage Summary discusses coverage, exclusions, and limitations for the repair of Covered Equipment. See below for components and services “excluded from coverage” to assist Your understanding of this Contract. **Your selected Plan is listed in the Coverage Selected section of this Coverage Letter, and summary of specific coverages, limitations, and exclusions for Your Plan are found below. A complete list of coverages, limitations and exclusions are found in the Terms and Conditions of Your Contract.**

Repair Plan

Electric Repair Plan

If You selected the Electric Repair Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers hard-wired items only, including general wiring, meter boxes owned by You, fuse box(s) (primary and secondary), circuit breaker panels (primary and secondary), circuit breakers, switches and receptacles and low voltage wiring for door bells, alarm systems and smoke/carbon monoxide detectors up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: any repair or replacement of any part of a heating or cooling system, meter boxes located outside the home or owned by others, fixtures, telephone wiring, doorbells or chime kits, smoke/carbon monoxide detectors, surge protectors, any wiring or other electrical items located outside of the Covered Property. **This is a “Repair” Plan only and does not provide replacement coverage.**

NRG Protects Inc.
1301 McKinney Street, Suite 4800,
Houston, Texas 77010

Terms & Conditions

1. SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place Your claim at www.nrgprotects.com, or by calling 1-855-241-9094. Certain items and events are not covered by this Contract. Please refer to the exclusions listed in the Exclusions section of this document.

Have Your Account Number, make or model of the Covered Equipment, and Covered Property's complete street address available.

2. DEFINITIONS

- a) **"Active Account"** means an account with Seller for Seller's Power & Protect electricity plan, or other eligible electricity plan as maybe identified by Seller, with billing amounts above \$0, no amount in arrears, and no electricity service cancellation or changes requested by You.
- b) **"Authorized Repair Technician"** means a service contractor We dispatch in response to Your request for service.
- c) **"Contract"** means this home service contract between You and Us consisting of these Terms and Conditions, and the Coverage Letter (including the Coverage Summary).
- d) **"Coverage Letter"** means the letter, and included coverage summary, and its updated versions attached to these Terms and Conditions setting forth the Plan You have selected, the monthly (or yearly) charge for the Plan, the specific coverages, exclusions and limitations for the Plan You selected, and other important details about the Plan.
- e) **"Covered Equipment"** means only the items listed in the Coverage Summary attached to Your Coverage Letter.
- f) **"Covered Property"** means the residential service address listed on Your Coverage Letter.
- g) **"Failure"** mechanical or electrical breakdown due to normal wear and tear.
- h) **"Parties"** mean the parties to this Contract, namely Us and You.
- i) **"Plan"** means the specific protection plan You selected as listed on Your Coverage Letter.
- j) **"Plan End Date"** means the date which the Plan ends, as indicated in Your Coverage Letter.
- k) **"Plan Start Date"** means the date which the Plan starts, as indicated in Your Coverage Letter.
- l) **"Plan Term"** means the 12-month period of time reflected in the Coverage Letter, subject to the applicable Waiting Period, or any renewal Plan Term as the case may be.
- m) **"Seller"** means the entity identified on Your Coverage Letter.
- n) **"WAITING PERIOD" MEANS THE 30-DAY PERIOD FOLLOWING THE PLAN START DATE. THIS PERIOD DOES NOT APPLY TO ANY SUBSEQUENT TERM.**
- o) **"We", "Us", and "Our"** means NRG Protects Inc. 1301 McKinney Street, Suite 4800 Houston, Texas 77010.
- p) **"You" and "Your"** means the customer contracting for services covered by the Plan pursuant to this Contract. If You are not the owner of the Covered Property, by entering into this Contract, You represent to Us that you are authorized by the owner of the Covered Property to enter into this Contract.

3. IMPORTANT

- a. THIS PLAN DOES NOT PROVIDE REPLACEMENT COVERAGE.
- b. ALL PLANS ARE PROVIDED AND ADMINISTERED BY US. THIS CONTRACT IS NOT INSURED. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF NRG PROTECTS INC. 1301 MCKINNEY STREET, SUITE 4800, HOUSTON, TX 77010. THIS PLAN IS NOT INSURED BY A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY.
- c. THIS IS A CONTRACT FOR REPAIR OF YOUR COVERED EQUIPMENT. **THIS IS NOT A CONTRACT FOR INSURANCE.** THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH OTHER PROVIDERS.
- d. THIS PLAN IS AVAILABLE ONLY TO CUSTOMERS OF SELLER. IF YOU DO NOT MAINTAIN AN ACTIVE ACCOUNT WITH SELLER, THIS CONSTITUTES A CANCELLATION OF THE PLAN BY YOU.

- e. ENROLLMENT IN THIS PLAN IS NOT REQUIRED FOR YOU TO PURCHASE SERVICES FROM SELLER.
- f. THIS CONTRACT COVERS ONLY COVERED EQUIPMENT AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR FAILURES IF THE FAILURE DID NOT EXIST, AND THE COVERED EQUIPMENT **IS IN PROPER WORKING ORDER, AT THE END OF THE WAITING PERIOD.** UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. WE **WILL NOT REIMBURSE YOU** FOR SERVICES PERFORMED WITHOUT OUR PRIOR APPROVAL.

4. CUSTOMER SERVICE

- a) **If You smell gas or You believe You have a gas leak, leave Your premises immediately and call Your local gas utility from outside Your house.**
- b) To be covered under this Contract, You must notify Us prior to Your applicable Plan End Date.
- c) Except as set forth above, You must notify Us as soon as a problem is discovered. To file a claim, please call the number listed above or go to the website listed above. We will accept a claim online 24 hours a day, 7 days a week, 365 days a year or 7am-10pm CT Monday-Friday, and 8am-5pm CT Saturday and Sunday by phone.
- d) Under normal circumstances, We will initiate the performance of services not later than 48 hours after You request service.
- e) We have the sole right to select the Authorized Repair Technician to perform the service. In the event an Authorized Repair Technician is not available, We may direct You to select a technician that is independent, meaning not related to or biased in favor of You in any way, that engages in such repairs on a regular and ongoing basis. **We will not reimburse You or any other party for services performed without Our prior approval.**
- f) The Authorized Repair Technician will be dispatched during normal business hours (i.e. usually 8AM – 5PM in Your time zone, M-F, subject to change). We will determine what repairs constitute an emergency (usually a loss of life or peril and not related to a Force Majeure Event as described below) and will make reasonable efforts to expedite emergency service.
- g) **YOU UNDERSTAND THAT WE ARE NOT THE AUTHORIZED REPAIR TECHNICIAN AND WE WILL NOT BE PERFORMING THE ACTUAL REPAIR OF ANY SUCH PRODUCT OR SYSTEM.** The Authorized Repair Technician may be an employee of an affiliate of Ours, an employee of an affiliate's franchisee or a third-party subcontractor from our independent and local contractor network. **THE AUTHORIZED REPAIR TECHNICIANS ARE NOT OUR EMPLOYEES OR AGENTS AND ARE NOT AUTHORIZED TO BIND US OTHER THAN AS MAY BE EXPRESSLY PERMITTED UNDER THE TERMS OF THIS CONTRACT.**
- h) We will provide the Authorized Repair Technician with Your contact information and the Authorized Repair Technician will contact You directly to set up an appointment to make a service call.
- i) No services will be performed if the Authorized Repair Technician encounters dangerous or threatening animals or insects, or unsafe conditions, including but not limited to hazardous materials (for example, mold or asbestos) at the Covered Property.
- j) By providing Your email address or phone number to Us, You are authorizing Us and our Authorized Repair Technicians to communicate with You, and provide notices to You, electronically, including but not limited to SMS, should we elect to do so. Standard text messaging rates may apply and are the responsibility of You.

5. COVERAGE TIME, RENEWAL & PAYMENT

You must report defects or malfunctions to Us during the Plan Term.

Coverage Time

- a) These Terms and Conditions apply beginning on the Plan Start Date and continue until the Plan End Date, as set forth in the Coverage Letter.
- b) The Plan selected by You begins on the Plan Start Date and continues until the Plan End Date, as set forth in the Coverage Letter. No services will be provided for Covered Equipment during the Waiting Period.

Payment

- c) Seller will pay the fee for this Plan on Your behalf while You have an Active Account with Seller.
- d) You will not receive a monthly or annual bill from Us.
- e) Payments made by Seller for this Plan are non-refundable to You.
- f) There is no deductible under this Contract.

Renewal

- g) **AT THE CONCLUSION OF EACH PLAN TERM YOUR PLAN WILL AUTOMATICALLY BE RENEWED FOR AN ADDITIONAL 12-MONTH PLAN TERM UNLESS YOU CANCEL THE PLAN PRIOR TO THE PLAN END DATE BY CALLING THE NUMBER LISTED BELOW, OR IF YOUR PLAN WAS PURCHASED ONLINE, BY USING THE PLAN CANCELLATION FEATURE FOUND IN YOUR ONLINE ACCOUNT AT WWW.NRGPROTECTS.COM. YOU MAY ALSO EMAIL: CANCEL@NRGPROTECTS.COM TO CANCEL. IF YOU DO NOT CANCEL PRIOR TO THE PLAN END DATE, YOU WILL BE DEEMED TO HAVE AUTHORIZED AN ADDITIONAL PLAN TERM.**

If You request to cancel after automatic renewal takes place, We will honor Your request to cancel immediately pursuant to the Cancellation section of this Contract. If You have any questions, Our toll-free number is 1-855-241-9094. You may cancel this Contract at any time as described in the Cancellation section of this Contract. Notwithstanding the foregoing, Your Plan will terminate upon the earliest of the following to occur: (a) the date on which You no longer have an Active Account with Seller; or (b) Coverage under the Plan is cancelled by You or Us in accordance with the terms and conditions of this Contract.

- h) We reserve the exclusive right not to renew this Contract for any reason. If We elect not to renew this Contract, We will mail notice to Your last known address at least 60 days prior to the Plan End Date. If We elect to renew this Contract, any renewal will occur in accordance with applicable law, including any advance notice requirements. Absent nonrenewal, and unless one of the Parties cancel, the Contract will renew on a continuous basis.
- i) If We change Your Plan, We will notify You of the terms (including any increase to the price of the Plan) within 60 days prior to the date to which the new terms apply.

6. COVERAGE MODIFICATIONS

Coverage modifications are not available under this Plan.

7. COVERAGE

This Section discusses coverage terms and limitations applicable to Your Plan.

- a) Your selected Plan is listed in the Coverage Selected section of Your Coverage Letter. The specific coverages included in Your Plan are listed on Your Coverage Letter. Coverage under the Plan is subject to certain limits and exclusions, including claim based and annual dollar limits and coverage exclusions.
- b) During the Plan Term, Our responsibility for covered Failures will be to arrange for an Authorized Repair Technician to provide one or more of the services subject in all cases to the terms of this Contract, including this Coverage Section and the limitations of liability set forth in the Limits of Liability Section.
- c) To be covered, the products, systems and components must be: (i) located inside the confines of the main foundation (including an attached garage)

of the Covered Property; (ii) inoperative due to a Failure; and (iii) in place and in proper working order at the end of the Waiting Period.

- d) **THERE IS A 30-DAY WAITING PERIOD AFTER YOUR PLAN START DATE BEFORE YOU ARE ELIGIBLE FOR REPAIR SERVICE UNDER THIS CONTRACT.** Repair coverage under Your Plan begins on the 31st day after the Plan Start Date listed on your Coverage Letter.
- e) **Except as otherwise stated in Your Coverage Letter, Our obligation to pay for the repair (including trip charge, parts and labor) of Covered Equipment is limited to \$500 per service call and \$2,000 per Plan in the aggregate during each Plan Term, including all repairs under the Plan.**
- f) COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED OR RECYCLED PARTS MAY BE USED FOR REPAIR OF THE PRODUCT OR SYSTEM IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY.

8. LIMITS OF LIABILITY

- a) **Delays.** Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
- b) **Force Majeure.**
 - i. When a Force Majeure Event occurs, We will make commercially reasonable efforts to fulfill its obligations under this Contract. Force Majeure Events may result in delays or Our inability to perform under this Contract. If We are unable to perform Our obligations, in whole or in part, due to a Force Majeure Event, then Our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall We be liable to You for its failure to fulfill its obligations for damages caused by any Force Majeure Event.
 - ii. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, epidemic, pandemic, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Our reasonable control.
- c) **Authorized Repair Technician Negligence.** We will only engage Authorized Repair Technicians that meet Our standards. You agree that We are not liable for the negligence or the other conduct of the Authorized Repair Technician, nor are We an insurer of the Authorized Repair Technician's performance.
- d) **Loss of Use Damages.** IN NO EVENT SHALL WE OR OUR AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ECONOMIC DAMAGES OR LOSS, OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE APPLICABLE PRODUCTS OR SYSTEMS TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ANY AND ALL SUCH DAMAGES.
- e) **Remedies.** Except for the coverage limits as described in the Coverage Section, Our total liability to You, and Your exclusive remedy for all damages, shall not exceed the amount paid by You hereunder.
- f) **THIS CONTRACT IS NOT A CONTRACT FOR INSURANCE AND IS NOT INSURED. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF NRG PROTECTS INC.**

9. EXCLUSIONS

- a) **The Plan is not offered in all areas.**
- b) **THE FOLLOWING ITEMS ARE NOT COVERED UNDER THE PLAN:**
 - i. **Incidental and consequential damage.** This includes, by way of example only, damage from accident, abuse, misuse, introduction of foreign objects into the product or system, adequacy or capacity of systems or appliances, unauthorized modifications or alterations, and improper or incomplete installation or repair, fire, freeze, electrical failure, surge, flood, collision, vandalism, theft, infestation or any insurable event.
 - ii. **Landscaping Restoration Costs** for areas impacted by repairs under the Plan(s), including seeding, replacing trees, sod, or shrubs.
 - iii. **Cosmetic damage or defects.**
 - iv. **Routine maintenance.**
 - v. **Accessories and supplies** (including, batteries, external power supplies and filters).
 - vi. **Damage to real property.**

- vii. Service work needed to meet current building code violations or to correct code violations.
- viii. Preexisting Conditions. This Contract will not cover any product or system which was not in good working order, or any defect in or problem with any product or system, existing prior to the Plan Start Date.
- ix. Commercial property or residential property converted, in part or entirety, into a business.
- x. Opened Walls/Ceilings. At times it is necessary to open walls or ceilings to make repairs, We are not responsible for the repair or replacement of any drywall, restoration of any wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint or the like.
- xi. Hazardous Materials. We shall have no obligation to identify any hazardous products or materials, including mold or asbestos, nor shall We arrange for and will have no liability or the removal of hazardous products or materials. We will have no liability for the removal of hazardous products or materials, nor for the failure to detect hazardous products or materials. We shall have no liability for contamination as a result of an Authorized Repair Technician's failure to detect any hazardous products or materials.
- xii. Warrantied Products. We will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. Our responsibility will be secondary to any applicable insured event or other extended or in-home warranties that exist for the covered systems, products, and components.
- xiii. Permits. We will not be obligated to perform services if a required permit cannot be obtained.
- c) We reserve the right to offer cash back in lieu of repair in the amount of Our actual cost, which may be less than retail, to repair any covered system, component, or appliance. We will have satisfied all contractual obligations owed for the specified Covered Equipment if we offer cash back under this Section.
- d) You must comply with use, care, and maintenance guidance in the owner's manual for the Covered Equipment. Failure to do so may result in denial of Your claim.

10. TRANSFER OF CONTRACT

- a) If You move to a new residence, You may contact Us to request a transfer of this Contract to cover the Covered Equipment located at Your new residence, so long as Your Plan is available. Otherwise, this Contract is not assignable by You without Our prior written consent. We reserve the right to deny the transfer of this Contract for any reason and/or to inspect the products and systems at Your new service address prior to covering such products and systems.
- b) We may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that We shall have no further obligation to You.

11. CANCELTION

- a) You may cancel this Contract at any time. If You no longer have an Active Account with Seller for any reason, this will be considered a cancellation of the Plan by You.
- b) We reserve the right to cancel this Contract at any time.
- c) In the event of any cancellation of this Contract, You are not entitled to a refund of any amounts paid by the Seller for the Contract.
- d) We reserve the exclusive right not to renew this Contract for any reason.

12. RESOLUTION OF DISPUTES

- a) DISPUTE RESOLUTION AND ARBITRATION: THE PARTIES EACH AGREE THAT ALL CLAIMS OR DISPUTES BETWEEN THE PARTIES IN ANY WAY RELATED TO, ARISING OUT OF, OR CONCERNING THIS CONTRACT, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION. The Parties both understand there is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator must follow this Contract and can award the same relief as a court. This arbitration provision shall survive termination of this Contract.
- b) ARBITRATION PROCEDURE. A single arbitrator selected by the Parties will administer the arbitration according to the American Arbitration Association's

rules except where such rules are inconsistent with this Contract, in which case the terms of this Contract apply. If the Parties disagree over issues concerning the formation or meaning of this Contract, the arbitrator will resolve these arbitrability issues. The Parties agree that this Contract prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means that the arbitrator will hear only individual claims and does not have authority to fashion a class or collective action or to award relief to a group of customers in one proceeding, to the maximum extent permitted by law. Any arbitration will be governed by the laws of the State of Texas and take place in Texas.

- c) JURY TRIAL WAIVER. Should a claim proceed in court rather than through arbitration, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.
- d) OPT-OUT. YOU MAY CHOOSE TO OPT OUT OF THE ARBITRATION PROCEDURES WITHIN THE WAITING PERIOD. You can opt out by calling 1-855-241-9094. Any opt-out received after the deadline will not be valid and You must pursue any claims against Us in arbitration.
- e) CLASS ACTION WAIVER. THE PARTIES EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES ARISING OUT OF OR RELATED TO THIS CONTRACT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. You cannot be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.
- f) SMALL CLAIMS COURT. Notwithstanding the above, either party may bring an individual action in small claims court.
- g) Any failure by Us to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

13. PERSONALLY IDENTIFIABLE INFORMATION

By entering into this Contract, You agree that any personal information that You provide to Us in connection with this Contract, whether required or not, constitutes permission for Us to add Your personal information to Our customer database and to use and share Your information as set forth in Our Privacy Policy located at www.nrgprotects.com. You may opt out of receiving marketing communications from Us as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

14. CONTRACT TERMS

- a) We reserve the right to amend this Contract due to regulatory or procedural changes that may affect Our ability to perform under this Contract.
- b) We will provide You with written notification of any material changes to this Contract 45 days in advance of the implementation of such changes.
- c) You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice within the 45-day period prior to the effective date of the change. If You do not respond prior to expiration of the 45-day period, You will be deemed to have accepted the change.