COVERAGE SUMMARY

This Coverage Summary discusses coverage, exclusions, and limitations for the repair, replacement, or maintenance of Covered Equipment. See below for components and services "excluded from coverage" to assist Your understanding of this Contract. **Your coverage depends upon the Plan you selected. Your selected Plan is listed in the Plan Selected section of this Coverage Letter, and a 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.**

Heating & Cooling

Maintenance Only Plans

Heating & Cooling Maintenance Plan

If You selected a Heating & Cooling Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) **and** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, (ii) two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system.

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Heating or Cooling Maintenance Plan

If You selected a Heating **or** Cooling Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) **OR** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, **OR** (ii) two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system.

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Repair Only Plans

Heating & Cooling Repair Plan

If You selected the Heating & Cooling Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Heating & Cooling Repair Plan covers: (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, (ii) two (2) ducted electric central air units, water evaporative coolers, or geothermal system **and** (iii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth in the Coverage Letter.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Heating or Cooling Repair Plan

If You selected the Heating **or** Cooling Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Heating or Cooling Repair Plan covers: (i) either two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system **OR** two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system and (ii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth in the Coverage Letter.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Heating & Cooling Repair PLUS Plan

If You selected the Heating & Cooling Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Heating & Cooling Repair Plan covers: (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal systems, (ii) two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system and (iii) all components and parts located within the covered unit and which are necessary for the operation of the covered units (including the thermostats and zoning system control panels), in each case, up to the limits set forth the Coverage Letter attached herein. If We determine that the covered HVAC systems are irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Heating or Cooling Repair PLUS Plan

If You selected the Heating **or** Cooling Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Heating Repair Plan covers: (i) either two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system **OR** two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system and (ii) all components and parts located within the covered unit and which are necessary for the operation of the covered units (including the thermostats and zoning system control panels), in each case, up to the limits set forth the Coverage Letter attached herein. If We determine that the covered HVAC systems are irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded from coverage</u>: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

<u>Repair & Maintenance Plans</u>

Heating & Cooling Repair & Maintenance Plan

If You selected the Heating & Cooling Repair & Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) repairs to the components and parts located within two (2) gas or oil furnaces, boilers, electric heaters, including the air handlers, or one (1) geothermal system (in each case including the thermostats and zoning system control panels), to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such systems, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) on up to two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, (iii) repairs to the components and parts located within two (2) ducted electric central air units or water evaporative coolers to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, and (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system.

<u>The following items are excluded</u> <u>from coverage</u>: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. <u>This is a "Repair" Plan only and does not provide replacement coverage.</u>

Heating <u>or</u> Cooling Repair & Maintenance Plan

If You selected the Heating **<u>or</u>** Cooling Repair & Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) either repairs to the components and parts located within two (2) gas or oil furnaces, boilers, electric heaters, including the air handlers, or one (1) geothermal system (in each case including the thermostats and zoning system control panels), to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **<u>OR</u>** two (2) ducted electric central air units or water evaporative coolers to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **<u>and</u>** (ii) either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) **<u>OR</u>** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, **<u>OR</u>** (ii) two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system.

<u>The following items are excluded</u> <u>from coverage</u>: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. <u>This is a "Repair" Plan only and does not provide replacement coverage.</u>

Heating & Cooling Repair & Maintenance PLUS Plan

If You selected the Heating & Cooling Repair & Maintenance PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) repairs to the components and parts located within two (2) gas or oil furnaces, boilers, electric heaters, including the air handlers, or one (1) geothermal system (in each case including the thermostats and zoning system control panels), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such systems, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) on up to two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, (iii) repairs to the components and parts located within two (2) ducted electric central air units or water evaporative coolers to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, and (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system. If We determine that the covered HVAC system is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded</u> <u>from coverage</u>: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Heating <u>or</u> Cooling Repair & Maintenance PLUS Plan

If You selected the Heating **<u>or</u>** Cooling Repair & Maintenance PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) either repairs to the components and parts located within two (2) gas or oil furnaces, boilers, electric heaters, including the air handlers, or one (1) geothermal system (in each case including the thermostats and zoning system control panels), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **<u>OR</u>** two (2) ducted electric central air units or water evaporative coolers to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **<u>and</u>** (ii) either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) **<u>OR</u>** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to (i) two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, **OR** (ii) two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system. If We determine that the covered HVAC system is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

[Channel] Essentials

If You selected the [Channel] Essentials Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan includes the following three categories of coverage all in the one Plan You selected: (1) heating & cooling repair & maintenance protection, (2) electric repair protection, and (3) surge protection, as described below, with each of the three categories of coverage subject to its own separate Claim Limit and Aggregate Limit identified in the table on the first page of the Coverage Letter.

1. Heating & Cooling Repair & Maintenance PLUS Protection. The heating & cooling repair & maintenance protection category of the Plan covers up to the Claim Limit and Aggregate Limit for this category the following: (i) repairs to the components and parts located within two (2) gas or oil furnaces, boilers, electric heaters, including the air handlers, or one (1) geothermal system (in each case including the thermostats and zoning system control panels), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such systems, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term) on up to two (2) gas furnaces, oil or electric heaters or boilers, including a heat pump, or one (1) geothermal system, (iii) repairs to the components and parts located within two (2) ducted electric central air units or water evaporative coolers to the extent such systems are inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, and (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Plan Term (and each renewal Plan Term), on up to two (2) ducted electric central air units, water evaporative coolers, or one (1) geothermal system. Heating & cooling claims under this Plan are subject to a separate Claim Limit and Aggregate Limit from electric repair claims and surge protection claims under this Plan.

   The following items are excluded from coverage for this category of the Plan: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

2. Electric Repair Protection. The electric repair protection category of the Plan covers up to the Claim Limit and Aggregate Limit for this category the following: hard-wired items, 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 Claim Limit and Aggregate Limit set forth in the Coverage Letter. Electric repair claims under the Plan are subject to a separate Claim Limit and Aggregate Limit from Power Surge claims and heating & cooling claims under this Plan.

   The following items are excluded from coverage for this category of the Plan: 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, door bells 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.

3. Surge Protection. The surge protection category of the Plan covers the following up to the Aggregate Limit for this the following: the cost of repair of mobile electronics, home electronics and Home Appliances within the Covered Property that are damaged by a Power Surge as described in the Terms and Conditions. If We determine that the mobile electronics, home electronics and Home Appliances are irreparable, then You will be eligible to receive a replacement credit in the amount of Our Replacement Value for the Covered Equipment, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan. Power Surge claims under this Plan are subject to a separate Aggregate Limit from Electric Repair claims and heating & cooling claims under this Plan.

   The following items, repairs or replacements are excluded from coverage: (i) any repair or replacement of any part of an electrical system including fuse boxes, circuit breakers, and/or heating and cooling systems; (ii) any repair or replacement of Covered Equipment or other items in the home damaged as the result of any anything other than a Power Surge; (iii) items not operational prior to the end of the Waiting Period; (iv) items that cannot be replaced with like kind and quality, such as antiques; (v) items owned by third parties; (vi) items not located on the Covered Property; (vii) power tools; (viii) additional expenses, such as the Qualified Service Provider or Authorized Repair Technician's travel charges, not covered in standard service call rate; (ix) expenses recoverable under product or other add-on home warranty coverage; and (x) water heaters, heating and cooling systems, plumbing systems, and water and sewer systems.

Not all Plans are offered in all areas. For information on whether this Plan is offered in Your area, please contact NRG Protects at www.nrgprotects.com, or the number listed above.

Plumbing

Maintenance Only Plans

Plumbing Maintenance Plan

If You selected a Plumbing Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers one (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term).

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Repair Only Plans

Plumbing Repair Plan

If You selected the Plumbing Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in the Coverage Letter.

<u>The following items are excluded from coverage</u>: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

Plumbing Repair DELUXE Plan

If You selected the Plumbing Repair DELUXE Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, plus toilet wax ring seals, valves for shower, tub and diverter, angle stops, risers, gate valves, hose bibs, circulating pumps, and mechanisms within: the faucets; fixtures; toilet tanks; and toilet bowls; up to the limits set forth in the Coverage Letter.

<u>The following items are excluded from coverage</u>: exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposals, well pump, well pressure or storage tank and water filtration or softening equipment. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

Water Heater Repair Plan

If You selected the Water Heater Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in the Coverage Letter.

<u>The following items are excluded from coverage</u>: plumbing, gas and electrical piping to and from the unit, in each case, and flues & venting. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

Water Heater Repair PLUS Plan

If You selected the Water Heater Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in the Coverage Letter. If We determine that the covered water heater is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded from coverage</u>: plumbing, gas and electrical piping to and from the unit, in each case, and flues & venting.

Repair & Maintenance Plans

Plumbing Repair & Maintenance Plan

If You selected the Plumbing Repair & Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in the Coverage Letter, **<u>and</u>** (ii) one (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term).

<u>The following items are excluded from coverage</u>: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

Plumbing Repair & Maintenance DELUXE Plan

If You selected the Plumbing Repair DELUXE Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, plus toilet wax ring seals, valves for shower, tub and diverter, angle stops, risers, gate valves, hose bibs, circulating pumps, and mechanisms within: the faucets; fixtures; toilet tanks; and toilet bowls, up to the limits set forth in the Coverage Letter, **<u>and</u>** (ii) one (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term).

<u>The following items are excluded from coverage</u>: exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposals, well pump, well pressure or storage tank and water filtration or softening equipment. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

Plumbing Repair & Maintenance Plan and Water Heater Repair Plus Plan

If You selected the Plumbing Repair & Maintenance Plan and Water Heater Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers: (i) the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in the Coverage Letter, **<u>and</u>** (ii) one (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term). The

Plan also covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in the Coverage Letter. If We determine that the water heater is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded from coverage</u>: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. Gas and electrical piping to and from the water heater, in each case except as covered in this or another Plan, and flues & venting. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan.

Electric/Surge

Maintenance Only Plans

Electric Maintenance Plan

If You selected an Electric Maintenance Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers one (1) annual electric maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term).

<u>This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement</u>.

Repair Only Plans

Electric Repair Plan

If You selected the Electric Repair Plan as indicated under the heading "Plan 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 the Coverage Letter.

<u>The following items are excluded from coverage</u>: 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. <u>This is a "Repair" Plan only and does not provide replacement coverage.</u>

Electric Repair and Electric Vehicle Charging Station Repair Plan

If You selected the Electric Repair and Electric Vehicle Charging Station Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers the repair (**<u>with no replacement coverage</u>**) for 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 the Coverage Letter.

The Plan also covers the repair of an electric vehicle charging station up to the limits set forth in the Coverage Letter. If We determine that the electric vehicle charging station is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or the Claim Limit, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded from coverage</u>: 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. <u>This Plan does not provide replacement coverage for any Covered Equipment, other than an electric vehicle charging station.</u>

Repair & Maintenance Plans

Electric Repair & Maintenance Plan

If You selected an Electric Repair & Maintenance Plan as indicated under the heading "Plan 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 the Coverage Letter. Your Plan also covers one (1) annual electric maintenance visit by an Authorized Repair Technician during the initial Plan Term (and any renewal Plan Term).

<u>The following items are excluded from coverage</u>: 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. <u>This is a "Repair" Plan only and does not provide replacement coverage.</u>

Surge

Surge Protection Plan

If You selected a Surge Protection Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers the cost of repair of Mobile Electronics, Home Electronics, and Home Appliances within the Covered Property that experience a Failure due to a Power Surge while plugged in to an electrical outlet at the Covered Property as described in the Terms and Conditions up to the Aggregate Limit. If We determine that the Covered Equipment is irreparable, then You will be eligible to receive a replacement credit in the amount of Our Replacement Value for the Covered Equipment, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan. There is no individual Claim Limit for this Plan other than the Aggregate Limit.

<u>The following items, repairs or replacements are excluded from coverage</u>: (i) any repair or replacement of any part of an electrical system including fuse boxes, circuit breakers, and/or heating and cooling systems; (ii) any repair or replacement of Covered Equipment or other items in the home damaged as the result of any anything other than a Power Surge; (iii) items not operational prior to the end of the Waiting Period; (iv) items that cannot be replaced with like kind and quality, such as antiques; (v) items owned by third parties; (vi) items not located on the Covered Property; (vii) power tools; (viii) additional expenses, such as the Qualified Service Provider or Authorized Repair Technician's travel charges, not covered in standard service call rate; (ix) expenses recoverable under product or other add-on home warranty coverage; and (x) water heaters, heating and cooling systems, plumbing systems, and water and sewer systems. <u>Not all Plans are offered in all areas. For information on whether Surge Protection is offered in Your area, please contact NRG Protects at www.nrgprotects.com, or the number listed above.</u>

Electric Repair and Surge Protection Plan

If You selected an Electric Repair and Surge Protection Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers hard-wired items, 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 Claim Limit and Aggregate Limit set forth in the Coverage Letter. Electric repair claims under the Plan are subject to a separate Aggregate Limit from Power Surge claims under this Plan.

The Plan also will cover the cost of repair of Mobile Electronics, Home Electronics and Home Appliances within the Covered Property that experience a Failure due to a Power Surge while plugged in to an electrical source at the Covered Property as described in the Terms and Conditions up to the Aggregate Limit. If We determine that the Mobile Electronics, Home Electronics and Home Appliances are irreparable, then You will be eligible to receive a replacement credit in the amount of Our Replacement Value for the Covered Equipment, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan. Power Surge claims under this Plan are subject to a separate Aggregate Limit from Electric Repair claims under this Plan.

<u>The following items are excluded from coverage</u>: meter boxes located outside the home or owned by others, fixtures, telephone wiring, door bells or chime kits, smoke/carbon monoxide detectors, surge protectors, any wiring or other electrical items located outside of the Covered Property, any repair or replacement of any part of a heating or cooling system, any repair or replacement of Covered Equipment or other items in the home damaged as the result of any anything other than a Power Surge; Home Systems; items not operational prior to the end of the Waiting Period; items that cannot be replaced with like kind and quality, such as antiques; items owned by third parties; items not located on the Covered Property; power tools; additional expenses, such as the Qualified Service Provider or Authorized Repair Technician's travel charges, not covered in standard service call rate; and expenses recoverable under product or other add-on home warranty coverage; and water heaters.

<u>Water Line/Sewer</u>

External Water Line and Sewer & Septic Line Repair BASIC Plan

If You selected the External Water Line and Sewer & Septic Line Repair BASIC Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan provides that We will cover the repair of leaks or breaks due to normal wear and tear, and for sewer and septic line normal wear and tear and tree roots, of: (i) the portion of the water service line that You own **<u>and</u>** (ii) the portion of the sewer/septic line that You own, up to the limits set forth here and in the Coverage Letter. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line **(excluding the casement/pitless adapter)** to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order at the end of the Waiting Period to be eligible for coverage.

Coverage is provided up to the Aggregate Limit in the Coverage Letter **each Plan Term** for each covered line (water or septic/sewer). The aggregate limit includes the cost of any permits required to perform services under this Contract as well as a maximum of **$500 each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

<u>The following items are excluded from coverage</u>: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

External Water Line <u>or</u> Sewer & Septic Line Repair BASIC Plan

If You selected the External Water Line **<u>or</u>** Sewer & Septic Line Repair BASIC Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan provides that We will cover the repair of leaks or breaks due to normal wear and tear or tree roots of: (i) the portion of the water service line that You own **<u>OR</u>** (ii) the portion of the sewer/septic line that You own, up to the limits set forth here and in the Coverage Letter. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line **(excluding the casement/pitless adapter)** to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order at the end of the Waiting Period to be eligible for coverage.

Coverage is provided up to the Aggregate Limit in the Coverage Letter **each Plan Term** for the covered line (water or septic/sewer). The aggregate limit includes the cost of any permits required to perform services under this Contract as well as a maximum of **$500 each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

<u>The following items are excluded from coverage</u>: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

External Water Line and Sewer & Septic Line Repair DELUXE Plan

If You selected the External Water Line and Sewer & Septic Line Repair DELUXE Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan provides that We will cover the repair of leaks or breaks due to normal wear, and for sewer and septic line normal wear tear or tree roots, of: (i) the portion of the water service line that You own, (ii) the portion of the sewer/septic line that You own, **<u>and</u>** (iii) the costs to repair a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, up to the limits set forth here and in Your Contract. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line **(excluding the casement/pitless adapter)** to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order at the end of the Waiting Period to be eligible for coverage.

Coverage is provided for (i) up to the Aggregate Limit stated in the Coverage Letter **each Plan Term** for each covered line (water or septic/sewer line), (ii) up to a maximum aggregate limit of **<u>$5,000</u> each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) for the repair of a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to each covered line (water or sewer/septic line), **<u>and</u>** (iii) up to a maximum of **<u>$500</u> each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) to fix landscape damaged by the repairs to each covered line (water or sewer/septic line). You must provide Us proper documentation of any landscape repairs.

<u>The following items are excluded from coverage</u>: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

External Water Line <u>or</u> Sewer & Septic Line Repair DELUXE Plan

If You selected the External Water Line and Sewer & Septic Line Repair DELUXE Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan provides that We will cover the repair of leaks or breaks due to normal wear and tear or tree roots of: (i) the portion of the water service line that You own, **<u>OR</u>** (ii) the portion of the sewer/septic line that You own. The Plan also provides coverage for the costs to repair a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, up to the limits set forth here and in the Coverage Letter. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line **(excluding the casement/pitless adapter)** to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order at the end of the Waiting Period to be eligible for coverage.

Coverage is provided for (i) up to the Aggregate Limit stated in your Coverage Letter **each Plan Term** for the covered line (water or septic/sewer), (ii) up to a maximum aggregate limit of **$5,000** **each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) for the repair of a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, **and** (iii) up to a maximum of **$500** **each Plan Term** (which is in addition to the Aggregate Limit in the Coverage Letter) to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

The following items are excluded from coverage: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. This is a "Repair" Plan only and does not provide replacement coverage.

Other

Kitchen Repair Plan

If You selected the Kitchen Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance, up to the limits set forth in the Coverage Letter.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Kitchen Repair PLUS Plan

If You selected the Kitchen Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance, up to the limits set forth in the Coverage Letter. If We determine that any covered appliance is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or **$500**, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, unless covered under another Plan.

Laundry Room Repair Plan

If You selected the Laundry Room Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential clothes washer and clothes dryer, which are necessary for the operation of the covered appliance, up to the limits set forth in the Coverage Letter.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and venting, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Laundry Room Repair PLUS Plan

If You selected the Laundry Room Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential clothes washer and clothes dryer, which are necessary for the operation of the covered appliance, up to the limits set forth in the Coverage Letter. If We determine that any covered appliance is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or **$500**, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and venting, unless covered under another Plan.

Kitchen and Laundry Repair Plan

If You selected the Kitchen and Laundry Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; clothes washer; clothes dryer; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance.

<u>The following items are excluded from coverage:</u> plumbing, gas and electrical piping to and from the unit, and venting, in each case, unless covered under another Plan.

Kitchen and Laundry Repair PLUS Plan

If You selected the Kitchen and Laundry Repair PLUS Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; clothes washer; clothes dryer; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance. If We determine that any covered appliance is irreparable, then You will be eligible to receive a credit in the amount of Our Replacement Value or **<u>$500</u>**, whichever is less, subject to the Aggregate Limit. See the Replacement Credit heading of the Terms and Conditions for additional terms and conditions related to the replacement credit for this Plan.

<u>The following items are excluded from coverage</u>: plumbing, gas and electrical piping to and from the unit, and venting, in each case, unless covered under another Plan.

Interior Gas Line Repair Plan

If You selected the Interior Gas Line Repair Plan as indicated under the heading "Plan Selected" on Your Coverage Letter, the Plan covers parts and labor costs for repairs of leaks to completely exposed interior gas pipes or connectors, up to the limits set forth in the Coverage Letter.

<u>The following items are excluded from coverage</u>: removal of items necessary to access the exposed interior gas piping, updating or moving non-leaking gas pipes to meet code, service to any exterior piping, including, but not limited to, pipes exiting the premises to the natural gas meter, underground piping outside of the main foundation of the home to gas lamps, grills and other appliances. <u>This is a "Repair" Plan only and does not provide replacement coverage</u>.

NRG Protects Inc.
1301 McKinney St., Suite 4800
Houston, TX, 77010

Terms & Conditions

1. SHOULD YOU NEED SERVICE

a. PLEASE READ THIS CONTRACT CAREFULLY and then place Your claim at www.nrgprotects.com, or by calling 855-241-9094. **If You selected a Plan that requires a Service Fee, You will pay the Service Fee identified in the Coverage Letter in advance of any claim services being scheduled or provided. Certain items and events are not covered by this Contract. Please refer to the exclusions listed in the Exclusions section of this document.**

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

2. DEFINITIONS

a. "Aggregate Limit" means the maximum amount We will pay for all claims made during the Plan Term for the Plan You select as identified in the Coverage Letter.

b. "Authorized Repair Technician" means a service contractor We dispatch in response to Your request for service.

c. "Claim Limit" means the maximum amount We will pay for an individual claim made during the Plan Term for the Plan you select as identified in the Coverage Letter.

d. "Contract" means this home service contract between You and Us consisting of these Terms and Conditions, and the Coverage Letter.

e. "Covered Equipment" means Mobile Electronics, Home Electronics, Home Appliances, water heaters, and Home Systems specifically described in the coverage summary for the Plan.

f. "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.

g. "Covered Property" means the residential service address listed on Your Coverage Letter.

h. "Failure" means (i) in the case of Surge Protection Plans, the mechanical or electrical breakdown due to Power Surge; and (ii) in the case of all other Plans, the mechanical or electrical breakdown due to normal wear and tear.

i. "Home Appliance" means portable appliances not attached to the home such as refrigerators, washers and dryers, stoves, microwaves, and similar appliances.

j. "Home Electronics" means LCD, plasma, or LED televisions; desktop computers; keyboards; computer monitors; routers; printers; gaming systems; home theater systems; Blu-ray players; and DVD players that (i) are located at the Covered Property and (ii) are physically plugged in to an electrical power source at the Covered Property at the time of Failure.

k. "Home Systems" means heating and cooling, plumbing, electrical, and water and sewer systems that are attached to the home as described in the coverage summary.

l. "Mobile Electronics" means laptops, mobile phones, and tablets of any brand and age, that (i) are located at the Covered Property, (ii) that are activated with a wireless telecommunications service, and (iii) that are physically plugged in to an electrical power source at the Covered Property at the time of Failure (excluding accessories).

m. "Parties" mean the parties to this Contract, namely Us and You.

n. "Plan" means the specific protection Plan You selected as listed on Your Coverage Letter.

o. "Plan End Date" means the date which the Plan ends, as indicated in Your Coverage Letter.

p. "Plan Start Date" means the date which the Plan starts, as indicated in Your Coverage Letter.

q. "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.

r. "Power Surge" means a short-term burst of excessive, unwanted energy (transient over-voltage) on a circuit, which if not suppressed, can accelerate wear and tear of attached electrical equipment increasing repair frequency, repair costs, or product failure.

s. "Qualified Service Provider" means an entity that is independent, meaning not related to or biased in favor of You in any way; and, (a) in the case of Surge Plans, possesses special expertise in the field of servicing or repairing residential electronics, electromechanical equipment, and appliances, and in fact engages in that business on a regular and ongoing basis; (b) in the case of any other Plan, possesses the skill, training, background and insurance necessary to perform in a competent, professional, workmanlike and responsible manner in accordance with industry standards. **We reserve the right in all cases to decide if a certain service provider is qualified.**

t. "Replacement Service" means an online service We designate that You must use to redeem any replacement credit We issue towards a Replacement Product.

u. "Replacement Product" means the product selected through the Replacement Service to replace the Covered Equipment that is the subject of a claim.

v. "Replacement Value" means the typical purchase price determined by Us based on the most similar and like quality product available on the market at the time We determine You are entitled to a replacement credit, taking into consideration the make, model, and features of the item being replaced.

w. "Service Fee," if required by the Plan You selected, means a non-refundable service fee plus tax, where applicable by law, paid by You via debit card, credit card, or other electronic payment method approved by Us, in advance of service being provided and in the manner described later in this Contract.

x. **"WAITING PERIOD" MEANS THE 30-DAY PERIOD FOLLOWING THE PLAN START DATE. THIS PERIOD DOES NOT APPLY TO ANY SUBSEQUENT TERM.**

y. "We", "Us", and "Our" means NRG Protects Inc. 1301 McKinney Street, Suite 4800, Houston, TX, 77010.

z. "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. ALL PLANS ARE PROVIDED AND ADMINISTERED BY US. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF NRG PROTECTS INC. THIS CONTRACT IS NOT INSURED BY A REIMBURSEMENT INSURANCE POLICY, UNLESS EXPRESSLY INDICATED IN THE "STATE SPECIFIC PROVISIONS" SECTION BELOW.

b. THIS IS A CONTRACT FOR MAINTENANCE, REPAIR, OR REPLACEMENT OF MOBILE ELECTRONICS, HOME ELECTRONICS, HOME SYSTEMS, AND HOME APPLIANCES. **THIS IS NOT A CONTRACT FOR INSURANCE**. THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH ANOTHER RESIDENTIAL SERVICE CONTRACT PROVIDER OR INSURANCE COMPANY.

c. THIS CONTRACT COVERS ONLY COVERED EQUIPMENT AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR UNKNOWN FAILURES IF THE FAILURE IS NOT DETECTABLE THROUGH VISUAL INSPECTION OR SIMPLE MECHANICAL TEST, 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. **If You suspect there is a leak or break to Your external water line or a leak, block or break to Your external sewer line, and You are a public water/sewer customer, You must first contact Your water service provider or wastewater service provider, as applicable, to investigate the source of the problem. In the event Your provider determines the leak, break or block to be Your responsibility, then You should contact Us.**

c. If Your Covered Equipment experiences a Failure after the Waiting Period, You must file a claim with Us no later than 90 days after the date on which the Failure occurred and prior to Your applicable Plan End Date or the claim will not be considered. To file a claim, or to request maintenance (if maintenance is included in the Plan), 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 telephone.

d. Upon receiving Your valid claim, We will inform You, at Our sole discretion, which type of service Your claim qualifies for from one or more of the following options, each of which is discussed in greater detail in the subsections below: agent assisted service, Authorized Repair Technician service, or Qualified Service

Provider service. **We will not reimburse You or any other party for services performed without Our prior approval.**

e. Under normal circumstances, We will initiate the performance of services not later than 48 hours after You request the services. We will determine what repairs constitute an emergency (usually repairs that are essential to health and safety and not related to a Force Majeure Event as described below) and will make reasonable efforts to expedite emergency service.

f. By providing Your email address or phone number to Us, You are authorizing Us, Our Authorized Repair Technicians, and Replacement Service 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 Your responsibility.

g. If a Service Fee amount is identified in Your Coverage Letter for the Plan You selected, You must pay the Service Fee identified, plus applicable tax where required by law. The Service Fee will be collected in a manner We determine from the following options (1) online or by phone at the time of claim filing, or (2) by the Authorized Repair Technician or Qualified Service Provider upon their arrival to the Covered Property and prior to service being provided.. The Service Fee applies to each applicable service request dispatched, scheduled, or processed, including, but not limited, to those service requests wherein coverage is deemed excluded or denied under Your Contract. The Service Fee is due if You fail to be present at a scheduled time for Authorized Repair Technician service or Qualified Service Provider service, or in the event You cancel a service call at the time when the Authorized Repair Technician or Qualified Service Provider is on the way to Your Covered Property, or already at Your Covered Property.

Agent Assisted Service

h. If We determine agent assisted service is needed, We may contact You during Our normal business hours (7am-10pm CT Monday-Friday, and 8am-5pm CT Saturday and Sunday, M-F, subject to change) to attempt to diagnose and repair the Covered Equipment. You may be required to perform assisted troubleshooting steps on the Covered Equipment as part of Our diagnosis and/or repair process. If We are unable to diagnose and/or repair the Covered Equipment through agent assisted service, We may, at our sole discretion, dispatch an Authorized Repair Technician or ask You to arrange for a Qualified Service Provider (as described below) as a required step to process Your claim. **If You are unwilling to assist in troubleshooting steps, We may deny Your claim.**

i. Under a Plan with Power Surge coverage, as part of the agent assisted service, We may also require You to provide information and photographs of the Covered Equipment electronically, and We may consider in Our claim determination weather data, grid stability, and other available data, if available to Us.

Authorized Repair Technician Service

j. If We determine service by an Authorized Repair Technician is needed, 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 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 contact a Qualified Service Provider.

k. **YOU UNDERSTAND THAT WE ARE NOT THE AUTHORIZED REPAIR TECHNICIAN AND WE WILL NOT BE PERFORMING THE ACTUAL REPAIR OR MAINTENANCE OF ANY COVERED EQUIPMENT.** The Authorized Repair Technician may be an employee of an affiliate of Ours, an employee of an affiliate's franchisee, or a third-party independent contractor 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.**

l. 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.

m. 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.

n. It is a substantial breach of this Contract if a customer threatens acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician.

Qualified Service Provider Service

o. If We determine service by a Qualified Service Provider is needed, We will send You a claim form. Once You receive the claim form, You must have a Qualified Service Provider assess the damage and provide You with a written repair invoice. The invoice must: (i) indicate that the damages resulted from a cause covered by Your Plan; (ii) be on business stationary providing the name, address, email address, and telephone number of the Qualified Service Provider; and (iii) provide a complete description of the damage and either the associated repair charges or a statement that the Covered Equipment is not repairable.

p. **All diagnostic fees charged by the Qualified Service Provider are payable by You directly to the Qualified Service Provider**, but will be reimbursed under the Plan upon submission of a completed claim form for a valid claim as long as the diagnostic fees claimed are usual and customary for the service field as determined by Us. **REIMBURSEMENT OF DIAGNOSTIC FEES IS LIMITED TO $150.00** and applies toward the Claim Limit and Aggregate Limit discussed in the Coverage section of this Contract.

q. The claim form must be completed in full and sent to Our claims center (addresses listed on the claim form) with a copy of the applicable invoice **within thirty (30) days of Your receipt of the claim form** for reimbursement of costs covered by the Plan.

5. COVERAGE TIME, PAYMENT & RENEWAL

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; however, if the Plan includes maintenance benefits, such benefits are available on the Plan Start Date.

c. In the event that You elect during any Plan Term to enroll in an additional Plan, a separate contract (i.e., coverage letter and terms and conditions) will be sent to You and will list only the additional Plan You purchased.

Payment

d. You will select Your payment method during enrollment in the Plan. Payment may be made in monthly installments or in full as indicated in Your Coverage Letter.

e. Except as provided in (g) below, the payment date for the Plan You enrolled in will be the date after Your enrollment in the Plan (the "Default Payment Date"). If the enrollment date is the 29th-31st of a month, the Default Payment Date will be the 1st day of the next month. If You enrolled in more than one Plan on a single date, We may combine the monthly amounts owed for Your Plans into one monthly charge on Your payment method.

f. You agree to make payment either (i) to the address set forth on Your Coverage Plan Letter or to any changed or updated address We may provide You notice of from time to time; or (ii) if You authorize Us to do so, such payments will be drafted from a pre-authorized credit card, debit card, checking account, or added to Your third-party bill, if applicable. **You will not receive a monthly or annual bill from Us.**

g. If You qualify to make monthly payments for the Plan through a third-party bill, the monthly payment owed for the Plan will appear on the bill from the third-party identified at enrollment following the Plan Start Date. You agree to make monthly payments, including monthly payments for any renewal Plan Term(s), when billed by the third-party, except as provided in the following sentences. If the amount owed for Your Plan is no longer billed by the third-party identified at enrollment, the monthly payment for your Plan will still be due and owing to Us, and it is Your responsibility to promptly establish with Us a valid payment option to process the payments You owe, such as credit card, debit card, or checking account. If You do not establish and maintain a valid payment option with Us, Your coverage will be suspended and eventually cancelled and We may refuse to provide service for the Plan.

h. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.

i. There is no deductible under this Contract, but a Service Fee is required if identified in the Coverage Letter.

j. If Your payments are not current on the Plan, Your coverage will be suspended and We may refuse to provide service for the Plan. If Your payment on the Plan is 90 days late, the Plan will be cancelled, and Your account with Us may be sent to a collection agency for collection of past due amounts.

k. If coverage is suspended due to nonpayment, Your Plan will continue to automatically renew while suspended and any future monthly or annual amounts owed will continue to accrue unless the Plan is cancelled by You or Us. If the Plan has been cancelled due to non-payment, You must pay the past due amount before re-enrolling in the Plan or enrolling in a new Plan. **ALL APPLICABLE WAITING PERIODS WILL APPLY TO NEW ENROLLMENTS AND RE-ENROLLMENTS FOLLOWING A CANCELLATION FOR NON-PAYMENT.**

Renewal

l. **EXCEPT FOR PLANS DESIGNATED ON YOUR COVERAGE LETTER AS "NO-AUTO RENEWAL," AT THE CONCLUSION OF EACH PLAN TERM YOUR PLAN WILL AUTOMATICALLY BE RENEWED FOR AN ADDITIONAL 12-MONTH PLAN TERM AND YOU WILL YOU WILL CONTINUE TO BE CHARGED FOR THE PLAN AT THE THEN CURRENT PRICE UNLESS PRIOR TO THE PLAN EXPIRATION YOU CANCEL THE PLAN BY CALLING US AT THE NUMBER LISTED BELOW, OR IF YOUR PLAN WAS PURCHASED ONLINE, USING THE PLAN CANCELLATION FEATURE FOUND IN YOUR ONLINE ACCOUNT AT WWW.NRGPROTECTS.COM. YOU MAY ALSO EMAIL CANCEL@NRGPROTECTS.COM TO CANCEL. YOUR RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER PLAN TERM.**

m. **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) Failure to receive Your Plan payment in accordance with the terms and conditions of this Contract; or (b) Coverage under the Plan is cancelled by You or Us in accordance with the terms and conditions of this Contract. This Contract must continue without any lapse in payment during the Plan Term for You to receive coverage.**

n. **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 and You will continue to be charged for the Plan as described in this section.**

o. **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

a. Additional Plans may be purchased at any time. When You purchase a new plan, You will be sent a separate coverage letter for the plan. **IF YOUR NEW PLAN INCLUDES A NEW TYPE OF COVERED EQUIPMENT THAT HAS A WAITING PERIOD, AS IDENTIFIED IN THE COVERAGE LETTER, YOUR NEW COVERED EQUIPMENT COVERAGE IS SUBJECT TO THE WAITING PERIOD.**

b. You may upgrade Your Plan at any time. If You upgrade, Your existing Plan will be cancelled and a new plan will begin upon completion of the current monthly coverage period. You will receive a credit in the amount paid for unused coverage. This credit will apply against the new or other existing Plans. You will receive a new coverage letter for the upgraded plan to replace the Coverage Letter for the cancelled Plan. You can only downgrade Your Plan within sixty (60) days before the expiration of your initial Plan Term or any renewal Plan Term. Eligible downgrades will be effective at the beginning of the month following receipt of the request. Please see the "Cancellation" section below for details regarding downgrading the Plan.

c. The cost of any claims made under an existing Plan will apply to the Aggregate Limit of any upgraded or downgraded plan as applicable.

7. COVERAGE

a. This Section discusses coverage terms and limitations applicable to **any plan You select**.

b. **Your coverage depends upon the Plan You selected. Your selected Plan is listed in the Plan 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.**

c. During the Plan Term, Our responsibility for covered Failures will be to arrange for agent assisted service, Qualified Service Provider service, and/or Authorized Repair Technician service, as We determine in Our sole discretion, to provide the services for the Plan indicated in the coverage summary portion of the Coverage Letter, 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. If the Plan includes a replacement credit benefit and We determine that the Covered Equipment is irreparable, Our responsibility for covered Failures will also include making the replacement credit stated in the Plan available, as described in the "Replacement Credit" section below, 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.

d. **IF YOU SELECTED A "REPAIR" OR "SURGE" PLAN, THERE IS AN INITIAL WAITING PERIOD AFTER YOUR PLAN START DATE BEFORE COVERAGE STARTS AND YOU ARE ELIGIBLE FOR REPAIR SERVICE UNDER THE PLAN. PRE-EXISTING CONDITIONS AND FAILURES OCCURRING PRIOR TO THE END OF THE WAITING PERIOD ARE NOT COVERED.** The initial Waiting Period does not apply to Plan Terms that are renewal terms.

e. The amount We pay for a covered claim will count against the available Aggregate Limit for the Plan for the remaining Plan Term. If You reach the Aggregate Limit for the Plan, we will not be responsible for any claim costs in excess of the Aggregate Limit for the remainder of the Plan Term. You are responsible for charges for any claim, or portion of a claim, not covered by the Plan, including any portion of an accepted claim that exceeds Your per claim Claim Limit or Aggregate Limit.

Repair Plans Generally

f. 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 (if covered under Your Plan, the Covered Property may also include a central air conditioner and heat pump located outside the main foundation); (ii) inoperative due to a covered Failure; and (iii) in place and in proper working order at the end of the Waiting Period.

g. Repair coverage under Your Plan begins on the 31st day after the Plan Start Date listed on Your Coverage Letter. **IF REPAIR COVERAGE IS COMBINED WITH MAINTENANCE COVERAGE IN YOUR PLAN, MAINTENANCE COVERAGE BEGINS IMMEDIATELY, BUT REPAIR COVERAGE REMAINS SUBJECT TO THE WAITING PERIOD.**

h. **Except as otherwise stated in Your Coverage Letter, Our obligation to pay for an accepted claim (including trip charge, parts and labor) is limited to the Claim Limit shown on the Coverage Letter per claim, and the Aggregate Limit shown on the Coverage Letter per Plan in the aggregate during each Plan Term, including all repairs and replacement credits, if applicable, under the Plan.**

i. 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.

Maintenance Plans Generally

j. If this Plan is a “Maintenance” Plan as indicated under the heading “Plan Selected” on Your Coverage Letter, Your Plan includes the number of maintenance visits indicated on the coverage summary included with Your Coverage Letter. The maintenance visits will be made by an Authorized Repair Technician selected by Us during the initial Plan Term (and each renewal Plan Term) for each product or system designated on Your Coverage Letter and described in the coverage summary. Please call Us at the number listed above to schedule Your appointment.

k. For a Plan that includes Maintenance, the Maintenance benefit begins on the Plan Start Date.

Surge Protection Plans Generally

l. **Not all Plans are offered in all areas**. For information on whether Surge Protection is offered in Your area, please contact Us at www.nrgprotects.com, or the number listed above.

m. The Surge Protection Plan is only available on Covered Equipment located at the Covered Property. Covered Equipment is located at the Covered Property so long as such Covered Equipment is located inside the confines of the main foundation (including an attached garage) of the Covered Property. **Surge Protection Plans do not cover water heaters or Home Systems.**

n. Surge coverage under Your Plan begins on the 31st day after the Plan Start Date.

o. **Our replacement credit obligation for each “Surge” Plan is limited to the Aggregate Limit shown in the Coverage Letter during each Plan Term, less any replacement credits or paid claims already provided to You during the Plan Term. For Power Surge claims, there is no per claim Claim Limit on the replacement credit other than the then current Aggregate Limit.** For purposes of the Surge Protection Plan, the replacement credit for replacements is limited to the lesser of the Replacement Value or the then current Aggregate Limit.

Replacement Credit

p. If We determine You are entitled to a replacement credit for a Replacement Product under the Plan, then We will make the replacement credit available to You through one of the following methods as determined by Us in Our sole discretion: a Replacement Service, gift card, electronic payment, or check. If We decide to make an electronic payment to You, We will require You to provide us with banking information so We can process the payment.

q. If We make Your replacement credit available through a Replacement Service, You will be required to have internet access, an updated web browser, and an email account to use the Replacement Service and its online services, and You will need to agree to the vendor’s terms of use to claim the replacement credit and apply the replacement credit towards the purchase price of the Replacement Product. We will share with the Replacement Service vendor certain information about You, Your claim, and the Replacement Product, and the Replacement Service vendor may contact You directly regarding the replacement credit process.

r. Any replacement credit available through a Replacement Service must be used by You within ninety (90) days of issuance. If not timely used, We reserve the right to mail You a check to Your last known address in the amount of the credit.

s. The Replacement Product available through the Replacement Service will be selected by Us in Our sole discretion and, subject to availability, will have equal or similar features and functionality to the item being replaced. The Replacement Product may have a lower selling price than the item being replaced.

t. The replacement credit will not cover, and You will be responsible for paying directly to the Replacement Service: any Replacement Product cost in excess of the replacement credit, and the cost of shipping, installation, and other ancillary items (such as connector cables) for the item being replaced if made available to You by the Replacement Service. In certain circumstances You may have the option to apply the replacement credit towards an upgraded Replacement Product (i.e., a product with more expensive features), in which case You will be responsible for paying the upgraded Replacement Product cost in excess of the replacement credit. The Replacement Product will be provided to You as-is and will not be covered by a manufacturer’s warranty or any other type of warranty.

u. When You select the Replacement Product, You will make arrangements through the Replacement Service for product shipping. You may arrange for installation through the Replacement Service, if installation service is available, or through another provider of Your choice.

v. **YOU UNDERSTAND THAT WE ARE NOT THE REPLACEMENT SERVICE AND WE WILL NOT BE PERFORMING THE ACTUAL REPLACEMENT OF ANY COVERED EQUIPMENT. THE PERSONNEL WITH THE REPLACEMENT SERVICE, INCLUDING ANY PRODUCT INSTALLERS, ARE NOT OUR EMPLOYEES OR AGENTS AND ARE NOT AUTHORIZED TO BIND US**.

8. LIMITS OF LIABILITY

a. **Delays**. Problems cannot always be diagnosed and repaired on the first service visit or call. 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 or Replacement Service Negligence**. We will only engage an Authorized Repair Technician or a Replacement Service, as applicable, that meets Our standards. You agree that We are not liable for the negligence or the other conduct of the Authorized Repair Technician or Replacement Service, nor are We an insurer of the Authorized Repair Technician or Replacement Service’s performance.

d. **Qualified Service Provider Negligence**. Upon damage occurring as the result of a Power Surge, and if We inform You that Your claim qualifies for Qualified Service Provider service, it is Your responsibility to select and engage a Qualified Service Provider to assess the surge damage and provide You with a written repair invoice. We cannot be held responsible for the negligence or the other conduct of Your Qualified Service Provider, nor are We an insurer of Your Qualified Service Provider’s performance. It is understood that **WE WILL NOT BE THE SERVICE PROVIDER and WE WILL NOT BE PERFORMING** the actual repair of any Covered Equipment.

e. **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.**

f. **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.

g. **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. **Not all Plans are offered in all areas. For information on whether a Plan is offered in Your area, please contact Us at www.nrgprotects.com, or the number listed above.**

b. **THE FOLLOWING ITEMS ARE NOT COVERED UNDER ANY 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 unless included in Your Plan, flood, collision, vandalism, theft, infestation or any insurable event.**

   ii. **Landscaping Restoration Costs for areas impacted by repairs under the Plan, including seeding, replacing trees, sod, or shrubs (except for any reimbursement coverage included in the Plan), unless explicitly listed in Your Coverage Letter.**

   iii. **Cosmetic damage or defects.**

   iv. **Routine maintenance, unless included in Your Plan.**

   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 Plan 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 end of the Waiting Period.**

   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 or replacement in the amount of Our actual cost, which may be less than retail, to repair or replace 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. CANCELATION

a. This Contract can be canceled at any time.

b. If either You or We cancel this Plan **within 30 days** from the Plan Start Date set forth on Your Coverage Plan Letter and **You have not received** any "Maintenance" services, "Repair" services or "Surge" service under that Plan, You are entitled to a full refund of the amount paid by You under that Plan.

c. If **You have not received** any "Maintenance" services, "Repair" services (including any replacement credit), or "Surge" service under the Plan and either You or We cancel the Plan **after 30 days** from the Plan Start Date, but before the end of the Plan Term, You are entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan.

d. If You have paid in full for the Term and You cancel the Plan before the end of the Term and **You have received** "Maintenance," "Repair," or "Surge" services (including any replacement credit) under that Plan, You shall be entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan less any service/credit costs incurred by Us. If you are enrolled in a monthly payment plan and You cancel the Plan before the Plan End Date and **You have received** "Maintenance" or "Repair" services (including a replacement credit), then You will be responsible for the lesser of the costs incurred by Us or the balance due under that Plan. Your cancellation of the Plan will be effective immediately following the monthly period in which that Plan is canceled.

e. 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. 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 the expiration of the 45-day period, You will be deemed to have accepted the change.

c. These Terms and Conditions and the Coverage Letter set forth the entire Contract between You and Us. No representation or promise shall modify these terms.

STATE SPECIFIC CANCELLATION AND OTHER PROVISIONS

Covered Properties in Alabama: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract, and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment or material misrepresentation relating to the Covered Equipment or its use by You. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

This Contract will be governed, construed and enforced in accordance with the laws of the state of Alabama.

Covered Properties in Arizona: The second paragraph of the Cancellation Section is REPLACED in its entirety with the following: "We may only cancel this Plan due to Your non-payment, fraud, in the event a customer threatens acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician, material misrepresentation or breach of this Contract." If You cancel this Contract You shall be entitled to a pro rata refund less benefits paid. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Contract. This Contract will be governed, construed, and enforced in accordance with the laws of the state of Arizona.

This Contract does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known, or should reasonably have been known, by Us or a person selling this Contract on Our behalf.

The Resolution of Disputes provision is revised to state: 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 and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract 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.I.F.I. at 602-364-2499.

Section 14, Contract Terms, Is deleted in its entirety.

Covered Properties in Arkansas: In addition to Your cancellation rights set forth in the Cancelation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A pro rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in California: Cancellation Section 11, item b is amended as follows: b. If either You or We cancel this Plan within 30 days from the date You receive this Contract and You have not received services under that Plan, You are entitled to a full refund of the amount paid by You under that Plan. Cancellation Section 11, item c is amended as follows: If You have not received any services (including any replacement credit), under the Plan and either You or We cancel that Plan after 30 days from the date you receive this Contract, but before the end of the Plan Term, You are entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan. In addition to Your cancellation rights set forth in the Cancellation Section 11, We may only cancel a contract that is offered on a monthly basis for nonpayment, You materially breach the Contract, fraud, or if We plan to discontinue offering this service no later than 30 days after the effective date of the cancellation. A 10% penalty per 30 days on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

This Contract is cancellable if the Contract provides coverage prior to the time that an interest in the residential property to which it attaches is sold, upon the contingency that such sale does not occur.

Services will be performed upon Your telephonic request to Us. Services will be initiated within 48 hours after request for such services by You.

The term and billing for this Plan begins on the date You enroll and continues to renew on a 12-month basis unless cancelled. You can cancel this Plan at any time for any reason prior to the Plan End Date, <u>by calling Us at the number listed above, or if Your Plan was purchased online, using the Plan cancellation feature found in Your online account at www.nrgprotects.com</u>. This Plan is offered on a term-to-term basis, We may offer other service contract programs and benefits which may be provided to You by NRG Protects Inc. The affirmative consent of the contract holder to this provision has been obtained at the time of enrollment. Proof of this consent is on file with Us.

Covered Properties in Colorado: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Repair" or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If You cancel this Contract after the 20 day / 10 day "free look" period, We will refund 100% of the unearned pro rata purchase price paid by You under this Contract, less any claims paid. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Actions under a home warranty service contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, and that a party to such a contract may have a right of civil action under those laws, including obtaining the recourse or penalties specified in those laws.

Covered Properties in Connecticut: If the Contract is for less than one (1) year, this Contract will automatically extend while the Covered Equipment is in the custody of the repair facility. The following Resolution of Disputes is added: If YOU are unable to resolve any disputes arising under this Contract with Us, the State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1. If You purchase this Contract in Connecticut, to initiate the process You must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Contract and Plan purchase price, the cost of repair of the Covered Equipment and a copy of this Contract.

In addition to Your Cancellation rights set forth in the Cancellation section, You may cancel this Contract if You return the product or the product is sold, lost, stolen or destroyed.

Covered Properties in the District of Columbia: In addition to Your cancellation rights set forth in the Cancelation Section, You may cancel this Contract within 30 days of the date this Contract was mailed to You or the date of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. If We cancel this Contract for a reason other than nonpayment, We shall refund to You 100% of the unearned pro rata provider fee, less any claims paid. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract. Your right to cancel this Contract and receive a full refund is not transferable and applies only to the original Contract purchaser.

Covered Properties in Florida: You have the right to assign this Contract in a consumer transaction, within 15 days from the date the home is sold or transferred, to a subsequent retail purchaser of the home covered by this Contract and all conditions on such right of transfer. We may charge an assignment fee not to exceed $40.

This Contract does not provide listing period coverage free of charge.

You may cancel this Contract within 10 days after purchase. The refund will be 100% of the gross premium paid, less any claims paid on the Contract. After this Contract has been in effect for 10 days, if You cancel this Contract, a return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid. If We cancel this Contract for any reason other than for fraud or misrepresentation, a return of premium shall be based upon 100% of unearned pro rata premium, less any claims paid on the Contract.

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

Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

Covered Properties in Georgia:

In addition to Your cancellation rights set forth in the Cancelation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract, and You will be refunded the full purchase price paid by You under this Contract, less any claims paid. If You cancel this Contract after the 20 day / 10 day "free look" period, We will refund 100% of the unearned pro rata purchase price paid by You under this Contract, less any claims paid. A 10% penalty per month on the purchase price amount for this Contract must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

We may cancel this Contract only for fraud, material misrepresentation, or failure to pay. If We cancel this Contract, You will be provided 30 days written notice regardless of the reason for cancellation; and We will refund 100% of the unearned pro rata purchase price, less any claims paid. After the free look period, You may cancel this Contract at any time upon demand and surrender of the Contract, in which case We will refund 100% of the unearned pro rata purchase price, less any claims paid.

This Contract does not cover pre-existing conditions, problems or defects if they are known to You or if they were determined by an in-home inspection. This Contract will be governed, construed and enforced in accordance with the laws of the state of Georgia.

The obligations under this Contract are guaranteed by a surety bond executed by Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000 ("Insurer"). You are entitled to make a direct claim against the Insurer in the event We fail to pay any claim within 60 days after the claim has been filed with Us.

Arbitration is non-binding.

Covered Properties in Hawaii: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 30 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract. Your right to cancel this Contract and receive a full refund is not transferable and applies only to the original Contract purchaser.

Covered Properties in Indiana: Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

Covered Properties in Iowa: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and, if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

The issuer of this Contract 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. The address of the Insurance Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 654-6600.

Covered Properties in Kentucky: The obligations under this Contract are guaranteed by a surety bond executed by Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000 (the "insurer"). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within 60 days after the claim has been filed with Us.

Covered Properties in Louisiana: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation or substantial breach of duties by You. The notice shall state the effective date and reason for cancellation.

Covered Properties in Maine: In addition to Your cancellation rights set forth in the Cancellation Section, , You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract, and if You have not received any "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Maryland: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, this Contract is void and You are entitled to a full refund of the amount paid by You under this Contract. This right to void this Contract is not transferable and applies only to the original Contract purchaser. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

This Contract is extended automatically when We fail to perform the services under the Contract and won't terminate until the services are provided in accordance with the Contract.

Covered Properties in Massachusetts: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Michigan: If the performance of this Contract is interrupted because of a strike or work stoppage, the effective period of this Contract shall be extended by the period of the strike or work stoppage.

Covered Properties in Minnesota: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. If We cancel this contract for nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment then notice will be provided at least 5 days before cancellation. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Missouri: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Repair" or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Montana: In addition to Your cancellation rights set forth in the Cancellation Section, if this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation.

Covered Properties in Nevada: The obligor of this Contract is NRG Protects Inc.

The Cancellation Section is REPLACED with the following:

You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, this Contract is void and You are entitled to a full refund of the amount paid by You under this Contract. This right to void this Contract is not transferable and applies only to the original Contract purchaser. A 10% penalty per 30 day period on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

We will not cancel this Contract, if it has been in effect for at least 70 days, before the expiration of the Plan Term or 1 year after the Plan Start Date, whichever occurs first except for: (a) failure to pay by You any amount under this Contract when due (including failure to pay any Service Fee); (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) discovery of fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim under this Contract; (d) Your act or omission, or Your violation of any condition of this Contract, the discovery of which occurs after the Plan Start Date and which substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which occurs after the Plan Start Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was issued or sold. In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Contract.

We may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation.

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of Covered Equipment, for which repair is prescribed under this Contract, which is essential to Your health and safety ("<u>Emergency Service</u>"). An event will qualify for Emergency Service if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. In the case of an Emergency Service, You will not be required to obtain Our prior authorization for service. Only in the case of Emergency Service, You may directly contact a Qualified Service Provider to obtain service in the event of failure or malfunction of Covered Equipment, for which repair is prescribed under this Contract. Upon completion of the service, the <u>Qualified Service Provider</u> must provide You an itemized invoice for the charges. You should try to find an <u>Qualified Service Provider</u> who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the <u>Qualified Service Provider</u> directly for the services rendered, including any diagnostic fee or similar charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this Contract. Please call Us at 855-241-9094 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 1301 McKinney Street, Suite 4800, Houston, TX, 77010, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

If We determine that Emergency Service cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance. If You are not satisfied with the manner in which We are handling Your claim under this Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

We may not change the conditions of this Contract during the Plan Term without Your affirmative consent, unless the changes are favorable to You in their entirety or are mandated by Nevada law to apply to in-force contracts. If We decide to alter the terms of this Contract in a manner not entirely favorable to You and not mandated by law, then We may only do so upon the expiration of the current Plan Term. This Contract shall be governed and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflicts of law.

Covered Properties in New Hampshire: This Contract shall be governed, construed, and enforced in accordance with the laws of New Hampshire. In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or (603) 271-2261.

If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund.

The Resolution of Disputes Section is amended to state that all arbitration provisions are subject to and will not impede any consumer rights as provided for in RSA 542. Any civil action or alternative dispute resolution procedure brought under this Service Contract shall be brought in New Hampshire.

Covered Properties in New Jersey: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. No notice is required if We cancel this contract for nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

We will acknowledge Your request for cancellation within 5 business days of receipt and honor it within 10 business days of receipt.

Covered Properties in New Mexico: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per 30 day period on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 60 days after the cancellation of this Contract.

If this Contract has been in effect for at least 70 days, we may only cancel for 1. nonpayment, 2. fraud, and 3. substantial breach of this contract.

We may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation.

Covered Properties in New York: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, this Contract is void and You are entitled to a full refund of the amount paid by You under this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. No notice is required if We cancel this contract for nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

Covered Properties in North Carolina: You may cancel this Contract at any time after purchase and receive a pro rata refund less any claims paid. We may only cancel this Contract for nonpayment or for Your direct violation of any provision of this Contract. The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.

Covered Properties in Ohio: Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

Covered Properties in Oklahoma: In the event You cancel this Contract, return of the Contract fee will be based upon 90% of the unearned pro rata Contract fee less the actual cost of any service provided under this Contract. In the event We cancel this Contract, return of Contract fee will be based upon 100% of unearned pro rata Contract fee less the actual cost of any service provided under this Contract.

Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

We are licensed as a home service contract provider in Oklahoma under License No. 522767266. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that =the Plan is a monthly Plan, the Plan will not expire while Your Covered Equipment is being repaired for a covered service. You must notify Us of a request for service to be performed under this Contract as soon as the problem is discovered. We will accept requests for service 24 hours a day, 7 days a week, 365 days a year. For prior approval for service to be performed under this Contract, please contact Us toll-free at 855-241-9094. In order for the request for service to be covered, notice must be given to Us prior to expiration of the Plan under which service is needed. Under normal circumstances, We will dispatch requests for service to an Authorized Repair Technician within 48 hours. If You request non-emergency service outside of the Authorized Repair Technician's normal business hours (i.e. usually 8 AM - 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees or overtime charges. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (generally breakdowns to Covered Equipment that are essential to health and safety and would pose a substantial risk to loss of life or peril, such as breakdowns of heating, cooling, plumbing or substantial electrical service that renders the dwelling otherwise uninhabitable). We have the sole and absolute right to select the Authorized Repair Technician to perform the service. We will not reimburse for any services performed without Our prior approval.

Covered Properties in Oregon: The Resolution of Disputes Section is replaced with: Any controversy or claim arising out of or relating to this Contract shall be settled by arbitration only upon Your and Our mutual agreement, in accordance with the Oregon Uniform Arbitration Act, and in Your county of residence or another location in Oregon mutually agreed to by You and Us.

Covered Properties in South Carolina: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, this Contract is void and You are entitled to a full refund of the amount paid by You under this Contract. This right to void this Contract is not transferable and applies only to the original Contract purchaser. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. No notice is required if We cancel this contract for nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If you have any question regarding this Contract, or a complaint against Us, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or PO Box 100105, Columbia, SC 29202-3105, or call (800) 768-3467.

Covered Properties in Tennessee: If there is a Failure of a Covered Equipment during this Contract, this Contract shall be extended by the number of days You were deprived of the use of the Covered Equipment by reason of the Covered Equipment was being repaired plus two additional days.

Covered Properties in Texas: This Contract is issued by a Residential Service Company licensed by the Texas Department of Licensing & Regulation. Complaints about this Contract or Us may be directed to the Texas Department of Licensing & Regulation at PO Box 12157, Austin, TX 78711, (512) 936-3049. **NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE §1303.304.**

We will initiate the performance of services not later than 48 hours after You request service.

In addition to Your cancellation rights set forth in the Cancellation Section, if this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Utah: The second paragraph in the Cancellation section above is revised as follows: We may cancel this Contract at any time for any reason, if this Contract has not been previously renewed, and if this Contract has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this Contract has been in force for 60 days, this Contract may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Contract; or (v) substantial breaches of Contract duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. The written notice shall include a statement for the reason for cancellation. If We cancel this Contract within the first 30 days of the Plan Start Date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any costs that were incurred by Us under the Contract. If We cancel this Contract after the 30th day from Plan Start Date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less any costs that were incurred by Us under the Contract.

For purposes of the preceding paragraph, fraud and any customer threat of acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician are considered substantial and material breaches of Your contractual duties. In addition, We may be required to cancel this Plan as a result of a decision or order of a governmental body or a change in laws or regulations.

All other portions of the Cancellation section apply.

In addition to Your cancellation rights set forth in the Cancellation Section and immediately above, if this Contract is canceled by Us, such cancellation will be effective no sooner than 30 days after delivery or first-class mailing of a written notice to You.

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of Covered Equipment, for which repair is prescribed under this Contract, which is essential to Your health and safety ("Emergency Service").

An event will qualify for Emergency Service if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. In the case of an Emergency Service, You will not be required to obtain Our prior authorization for service. Only in the case of Emergency Service, You may directly contact an Authorized Repair Technician to obtain service in the event of failure or malfunction of Covered Equipment, for which repair is prescribed under this Contract. Upon completion of the service, the Authorized Repair Technician must provide You an itemized invoice for the charges. You should try to find an Authorized Repair Technician who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Authorized Repair Technician directly for the services rendered, including any diagnostic fee or similar charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this Contract. Please call Us at 855-241-9094 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 1301 McKinney Street, Suite 4800, Houston, TX, 77010, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. This Contract is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Purchase of this product is optional and is not required in order to finance, lease, or purchase Covered Equipment.

Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

Covered Properties in Vermont: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of receipt of this Contract if You have not received any "Maintenance," "Repair," or "Surge" service for a full refund of the amount paid by You under this Contract.

We shall provide or mail a copy of the Contract to the You within 14 days of the date of sale, unless We make a copy of the Contract terms and conditions available to You at the point of sale, in which event We must provide or mail the Contract to You within a reasonable period of time.

This Contract will be governed, construed and enforced in accordance with the laws of the state of Vermont.

Covered Properties in Virginia: If any promise made in this Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contractproviders.shtml to file a complaint.

Covered Properties in Washington: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, this Contract is void and You are entitled to a full refund of the amount paid by You under this Contract. This right to void this Contract is not transferable and applies only to the original Contract purchaser. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 21 days prior to cancellation by Us. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

The Resolution of Dispute Section is deleted in its entirety.

Covered Properties in Wisconsin: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 15 days of the date this Contract was delivered to You for a full refund less actual costs or charges needed to issue and service this Contract. If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 5 days prior to cancellation by Us. We may only cancel this contract for nonpayment, material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Equipment. The notice shall state the effective date and reason for the cancellation. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

Covered Properties in Wyoming: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. Your right to cancel this Contract and receive a full refund under the preceding sentence is not transferable and applies only to the original contract purchaser. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by Us. 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.

The Resolution of Disputes Section, including the discussion of venue, waiver of jury trial, governing law, and waiver of class action of this Contract does not apply to Wyoming residents. Wyoming Law will govern contracts issued in Wyoming.

Where required by state law:

Signature ____