

Alabama only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. Parts used for Covered Repairs may include non-original manufacturer's parts.

Arizona only: In the "Can We cancel?" section, the following shall be added to the end of the second bullet: "This Service Agreement will not be cancelled or voided due to: (1) Our acts or omissions or for Our failure to perform the services or repairs provided in a competent or workmanlike manner; or (2) any pre-existing conditions that were known or reasonably should have been known by Us or HomeServe; or (3) prior or unlawful acts relating to the covered product; or (4) a misrepresentation by Us or HomeServe."

Arkansas only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. Parts used for Covered Repairs may include non-original manufacturer's parts.

California only: The provider of this Service Agreement is Virginia Surety Company, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, 1-800-209-6206. The administrator is Home Emergency Insurance Solutions (California License No. 0F79326), 7134 Lee Highway, Chattanooga, TN 37421. We will initiate service within 48 hours of a request for services by You. You are not required to complete and submit a form in order to make a Service Call. We may only cancel for: (a) non-payment by You; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. The "Responsibility for benefits owed to You" section of this Service Agreement is deleted in its entirety. The following sentence is added to the end of sub-section C of the "Arbitration" section: "If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular request for a remedy or claim for relief, then that request or claim (and only that request or claim) must be severed from the arbitration and may be brought in court."

Colorado only: Actions under a home warranty service contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S.. You may have a right of civil action under those laws, including obtaining the recourse or penalties specified in those laws. Covered Repairs will be initiated within 7 days of when You request a repair from HomeServe.

Connecticut only: In the event of a dispute with HomeServe, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Price, the cost of any repairs carried out under the Service Agreement and a copy of the Service Agreement. You may cancel if the covered product is returned, sold, lost, stolen, or destroyed. It is Your responsibility to provide care/maintenance of the covered product. If Your Service Agreement expires while an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed.

Florida only: The provider of this Service Agreement is ServicePlan of Florida, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (License No. 70033). The administrator is HomeServe USA Repair Management (Florida) Corp., 7134 Lee Highway, Chattanooga, TN 37421. If You cancel more than 30 days after the Start Date, Your refund shall be based upon 90% of the unearned pro-rata Price less any claims paid by Us. If We cancel, Your refund shall be based upon 100% of the unearned pro-rata Price less any claims paid by Us. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation. You have the right to assign this Service Agreement to the purchaser of Your Home within 15 days of the date that Your Home is sold or transferred. We may charge an assignment fee not to exceed \$40. **We will not provide coverage to You free of charge during any period when Your Home is listed for sale.**

Georgia only: We may only cancel for fraud, material misrepresentation or non-payment by You. If We cancel for a reason other than non-payment by You, We shall provide written notice at least 30 days prior to cancellation. If You cancel within 30 days of the Start Date and claims have been paid by Us or You cancel more than 30 days after the Start Date, You will be entitled to a pro-rata refund. No claims paid by Us will be deducted from any refund. Nothing contained in any arbitration section shall affect Your right to file a direct claim against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6(c)(2).

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

Iowa only: If Your Home has more than 4 housing units then You will not be eligible for this Service Agreement. We will initiate service within 48 hours of request for services by You. You are not required to complete and submit a form in order to make a Service Call. We are subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints not settled by Us may be sent to the Insurance Division at Two Ruan Center, 601 Locust, 4th Floor, Des Moines, IA 50309-3738.

Louisiana only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

Maine only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

Maryland only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If Your Service Agreement expires while an approved repair or replacement is being carried out, this Service Agreement will be extended until the repair or replacement has been completed.

Massachusetts only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. For repairs conducted by HomeServe USA Energy Services (New England), LLC.: HomeServe USA Energy Services (New England), LLC operates in MA under Plumbing License No. 3609 as well as MP License No. 11355 held by Michael Maille.

Minnesota only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

Missouri only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. Parts used for Covered Repairs may include non-original manufacturer's parts.

Nevada only: If You are not aware of any pre-existing conditions, defects or deficiencies with Your covered product prior to the Start Date of Your first Term then You will be eligible for this coverage. If You cancel within 30 days of the Start Date and the refund is not processed within 45 days of the date of cancellation, a penalty of 10% of the Price will be added to the refund for every 30 days the refund is not paid. If You cancel within 30 days of the Start Date and claims have been paid by Us or You cancel more than 30 days after the Start Date, You will be entitled to a pro-rata refund. No claims paid by Us will be deducted from any refund. We may cancel within 70 days from the Start Date for any reason. After 70 days, We may only cancel for fraud, material misrepresentation or non-payment by You, or a substantial breach of duties by You relating to the covered product or its use.

Emergency Service: If the covered product provides plumbing, heating or cooling or electrical services for Your Home, and You sustain a failure of such product that renders Your Home uninhabitable, repairs will commence within 24 hours after You report the failure to HomeServe and will be completed as soon as reasonably possible. In addition, HomeServe will provide a status report no later than 3 calendar days after the report of the failure. A status report will also be provided to the Nevada Insurance Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than 3 calendar days after You report the failure. The status reports shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call 1-877-444-7737 to report such a failure. If You are not satisfied with the manner in which HomeServe is handling Your claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

WAIT PERIOD – There may be a waiting period, during which You will not be able to request a Service Call. Any applicable waiting period will be indicated in the “When can You request a Service Call?” section.

New Hampshire only: If You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261. Any arbitration or dispute resolution is subject to and will not impede Your rights under New Hampshire RSA 542 except to the extent that New Hampshire RSA 542 is inconsistent with, or preempted by, the Federal Arbitration Act.

New Jersey only: The following shall be added at the top of the Service Agreement, immediately before the "This Service Agreement" section: **"PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A TRIAL BY JURY"**. Exclusion number 2 in the "General exclusions" section shall be revised to read as follows: **"Excluded Damages (see "Limits of liability"), to the fullest extent permitted by applicable law, for example damages necessary to access the repair area."** The last sentence of the "What is the Covered Repair Guarantee?" section shall be deleted and replaced with the following: **"To the fullest extent permitted by applicable law, We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee."** The last sentence of the "Limits of liability" section shall be deleted in its entirety. Parts used for Covered Repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used. If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. For repairs conducted by HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC operates in NJ under HIC License No. 13VH05495400.

New Mexico only: The provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604. If You cancel within 30 days of the Start Date and the refund is not paid or credited within 60 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. We may cancel within 70 days from the Start Date for any reason. After 70 days, We may only cancel for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered product or its use. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. Repairs are performed by licensed contractors. HomeServe operates in Nassau County under HIC License Numbers H17802200 and H17802201. For repairs conducted by HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC operates in Nassau County under HIC License Nos. H36015000 & H36015001. It operates in NYC under HIC License No. 1464692-DCA. It operates in Suffolk County under contractor License Nos. 51571-RE, 51572-RE, 51573-RP, 51574-RP & 52362-H held by Erich Gehm. Where required by law, a local licensed contractor will handle certain portions of the work.

North Carolina only: We may cancel only for non-payment, or a direct violation of the Service Agreement, by You. The insurer of this Service Agreement shall assume responsibility for the administration of Service Calls if We or You are unable to do so.

Oregon only: The provider of this Service Agreement is North American Warranty of Illinois, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, 1-866-918-4680 (License No. 206174). HomeServe's Oregon Construction Contractors Board License No. is 205843.

Rhode Island only: For repairs conducted by HomeServe USA Energy Services (New England), LLC.: HomeServe USA Energy Services (New England), LLC operates in RI under licenses numbers MP1140, MPF1 & MR2 1859 held by Richard Rozzero II, 5 Constitution Way, Suite B, Woburn, MA 01801.

South Carolina only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If You have any questions regarding this Service Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Utah only: The following sentence shall be added immediately before the last sentence of the section "How can You request reimbursement?" within the "Service calls" section: **"If You do not return Your completed claim form within the 30 day time frame and can show that it was not reasonably possible for You to do so then this will not invalidate Your claim but You must return the claim form as soon as reasonably possible."** The first bullet of the section "Can

We cancel?" within the "Term, cancellation and renewal" section is deleted and replaced with: "We may cancel: (a) with no less than 15 days' notice to You for non-payment of the Price; (b) with no less than 30 days' notice to You if We find that You are ineligible for this coverage; or (c) with no less than 30 days' notice to You for Your misrepresentation of facts that are material to this Service Agreement or benefits provided under it." The second bullet of the section "Can We cancel?" within the "Term, cancellation and renewal" section ("We may cancel for any other reason on 60 days' notice to You.") is deleted in its entirety. Coverage under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Any matter in dispute between You and NAW and/or HomeServe may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from HomeServe. Any decision reached by arbitration shall be binding upon You and NAW and/or HomeServe. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.**

Washington only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 30 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If We cancel, We will send a written notice to You at Your last known address at least 21 days prior to cancellation. You may file a claim directly with Virginia Surety Company, Inc. at any time, at 175 West Jackson Blvd. 8th Floor, Chicago, IL 60604 or 1-800-209-6206. The State of Washington is the jurisdiction for any civil action in connection with this Service Agreement. Binding arbitration proceedings shall be held at a location in closest proximity to Your Home. The commissioner is Our attorney to receive service of legal process in any action, suit, or proceedings in any court.

Wisconsin only: THIS SERVICE AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel for material misrepresentation, non-payment or a substantial breach of duties by You, relating to the covered product or its use. If You cancel within 30 days of the Start Date and no claims have been paid by Us, We shall return 100% of the Price paid by You and the Service Agreement shall be void. If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If You cancel after 30 days of the Start Date or a claim has been paid by Us, We shall return 100% of the unearned pro-rata Price paid by You, less any claims paid by Us. If You cancel due to a total loss of the covered product which is not covered by a replacement under the terms of Your Service Agreement, We shall return 100% of the unearned pro-rata Price paid by You, less any claims paid by Us. Should We fail to pay any claim or, if applicable, fail to replace the product covered under this Service Agreement within 60 days after You provide proof of loss or, in the event You cancel and We fail to refund the unearned portion of the Price or, if We become insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Virginia Surety Company, Inc., at 1(800) 209-6206 or 175 West Jackson Blvd. 8th Floor, Chicago, IL 60604 for reimbursement, payment or provision of this Service Agreement. Any assignment or amendment made under the "Assignment/Amendment" section shall be done so in accordance with all applicable laws of the State of Wisconsin. Arbitration will take place under the laws of the State of Wisconsin except to the extent that the laws of the State of Wisconsin are inconsistent with, or preempted by, the Federal Arbitration Act, and will be held in Your county of residence or any other county in this state agreed to by You and Us.

Wyoming only: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid.