

**Alabama only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Parts used for covered repairs may include non-original manufacturer's parts.

**Arizona only:** If Your Residence has more than four (4) units then You will not be eligible for this Service Agreement. The term "unusual circumstances" means a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods); war, riots, hostilities, strikes or work slowdowns, acts or threats of terrorism. In the "Cancellation/Refund" section, the following shall be added to the end of the third paragraph: "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 thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Original manufacturer's parts will be used for covered repairs to equipment that is under manufacturer's warranty, non-original manufacturer's parts may be used for all other covered repairs.

**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 forty-eight (48) hours of a request for services by You. We may only cancel for: (a) non-payment of the Price; 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 and replaced with the following: This is not an insurance policy; it is a Service Agreement. HomeServe will serve as Your point-of-contact for all questions or concerns.

**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 seven (7) days after You have called HomeServe for a repair.

**Connecticut only:** The Provider of this Service Agreement is National Product Care Company, 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604. The State of Connecticut has an established process to settle disputes arising from service agreements as outlined in CGS 42-260 et. al. If You purchase this Service Agreement in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: 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 sold, lost, stolen, or destroyed. It is Your responsibility to provide care/maintenance of the covered product. If Your Service Agreement expires whilst 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 Service Saver, Incorporated, 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (License No. 80173). The Administrator is HomeServe USA Repair Management (Florida) Corp., 7134 Lee Highway, Chattanooga, TN 37421. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective immediately and Your refund shall be based upon ninety percent (90%) of the unearned pro-rata Price less any claims paid by Us. If We cancel, Your refund shall be based upon one hundred percent (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.

**Georgia only:** If Your Residence has more than two (2) units then You will not be eligible for this Service Agreement. We may only cancel for fraud, material misrepresentation or non-payment by You. If We cancel for a reason other than non-payment of the Price, We shall provide written notice at least thirty (30) days prior to cancellation. If You cancel within thirty (30) days of the Start Date and claims have been paid by Us or You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective immediately and You will be entitled to a pro-rata refund. No claims paid by Us will be deducted from any refund. Nothing contained in the arbitration section (if there is one) 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).

**Illinois only:** If You cancel it will be effective immediately.

**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 Residence has more than four (4) units then You will not be eligible for this Service Agreement. We will initiate service within forty-eight (48) hours of request for services by You. The Provider 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 Provider 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 thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Maine only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If You cancel it will be effective immediately.

**Maryland only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If Your Service Agreement expires whilst 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 thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Michigan only:** If performance under this Service Agreement is interrupted because of a strike or work stoppage at Our place of business, the Term shall be extended for the period of the strike or work stoppage.

**Minnesota only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Missouri only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Parts used for covered repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used.

**Nevada only:** If You cancel within thirty (30) days of the Start Date and the refund is not processed within forty-five (45) days of the date of cancellation, a penalty of ten percent (10%) of the Price will be added to the refund for every thirty (30) days the refund is not paid. If You cancel within thirty (30) days of the Start Date and claims have been paid by Us or You cancel more than thirty (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 seventy (70) days from the Start Date for any reason. After seventy (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 Property or its use.

**Emergency Service:** If the covered product provides plumbing, heating or cooling or electrical services for Your Property, and You sustain a failure of such product that renders Your Property uninhabitable, repairs will commence within twenty-four (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 three (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](mailto:pcinsinfo@doi.nv.gov) no later than three (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 three (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 one (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 - You may be subject to a waiting period, during which time You will not be able to make a Service Call. Any applicable waiting period will be indicated in the Term section of this Service Agreement.**

If there is an arbitration section, pursuant to Nevada law, arbitration is not mandatory.

**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.

**New Jersey only:** Parts used for covered repairs may include non-original manufacturer's parts. Refurbished and reconditioned parts will not be used. If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**New Mexico only:** The Provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604. If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within sixty (60) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. We may cancel within seventy (70) days from the Start Date for any reason. After seventy (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 Property 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 thirty (30) days of the Start Date and the refund is not paid or credited within thirty (30) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**North Carolina only:** We may cancel only for non-payment of the Price or a direct violation of the Service Agreement by You. If You cancel it will be effective immediately.

**Oregon only:** The Provider of this Service Agreement is North American Warranty of Illinois, Inc., 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604, 1-866-918-4680 (License No. 206174). HomeServe's Oregon Construction Contractors Board License No. is 205843. If Your Service Agreement contains an arbitration section, it does not apply to residents of Oregon.

**South Carolina only:** If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (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.

**Texas only:** The Provider of this Service Agreement is National Product Care Company, dba Texas National Product Care Company, 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604, 1-800-209-6206. HomeServe's administrator license number is 258. If We fail to issue any applicable refund within forty-five (45) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604, 1-800-209-6206. If You cancel and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Unresolved complaints concerning Us or HomeServe or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

**Utah only:** The following sentence shall be added to the beginning of the "Responsibility for benefits owed to You" section: "Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association." The following sentence shall be added to the end of the "Responsibility for benefits owed to You" section: "This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department." The third paragraph within the "Cancellation/Refund" section shall be deleted in its entirety and replaced with the following: "We may cancel, on no less than fifteen (15) days' written notice to You for non-payment of the Price. We may also cancel, on no less than thirty (30) days' written notice to You for: (a) Your misrepresentation of facts that are material to this Service Agreement or benefits provided under it; or (b) a substantial breach of contractual duties by You relating to the covered property or its use." The following shall be added to the beginning of the "Arbitration" section: "ANY MATTER IN DISPUTE BETWEEN YOU AND US 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 US 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."

**Virginia only:** The Provider of this Service Agreement is ServicePlan of Florida, Inc., 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604, 1-866-918-4680.

**Washington only:** The Provider of this Service Agreement is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604. If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within thirty (30) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation. The State of Washington is the jurisdiction for any civil action in connection with this Service Agreement. If this Service Agreement allows for binding arbitration proceedings, they shall be held at a location in closest proximity to the Service Agreement holder's permanent residence. The commissioner is the Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The obligations of the Provider under this Service Agreement are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604. You may make a claim directly with Virginia Surety Company, Inc. who insures the obligations of North American Warranty, Inc. under this Agreement at the foregoing address.

**Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Service Agreement" are hereby deleted and replaced with "Service Contract". We may only cancel for material misrepresentation, non-payment or a substantial breach of duties by You, relating to the covered Property or its use. If this Service Contract is canceled within thirty (30) days of the Start Date and no claims have been paid by Us, We shall return one hundred percent (100%) of the Price paid by You and the Service Contract shall be void. If You cancel within thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If this Service Contract is canceled after thirty (30) days of the Start Date or a claim has been paid by Us, We shall return one hundred percent (100%) of the unearned pro-rata Price paid, less any

claims paid by Us and less a cancellation fee not to exceed ten percent (10%) of the Price paid. 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 Contract, We shall return one hundred percent (100%) of the unearned pro-rata Price paid, less any claims paid by Us. If You cancel it will be effective immediately. Should We fail to pay any claim or fail to replace the product covered under this Service Contract within sixty (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 Contract. Any assignment or amendment made under the Assignment/Amendment section of this Service Contract shall be done so in accordance with all applicable laws of the State of Wisconsin. If Your Service Agreement contains an arbitration section, arbitration will take place under the laws of the State of Wisconsin 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 thirty (30) days of the Start Date and the refund is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If Your Service Agreement contains an arbitration section, it does not apply to residents of Wyoming.