

Presenting your  
**Home Systems Protection Plan**



Thank you for choosing our Home Systems Protection Plan by **TrustedPlace™** — a service contract designed to protect your home equipment. We are committed to providing you with outstanding customer service and a hassle-free claims experience. If a covered event occurs, our customer support center is ready to help you.

Features of this Home Systems Protection Plan include<sup>1</sup>:

- Covers the cost to repair or replace Covered Home Equipment from covered events.
- Also covers: spoilage, expediting expenses, ordinance or law, and temporary living expenses.
- Simple claim filing process – online, by telephone or mail.
- You are not required to call us in advance of a repair or replacement.

The attached Summary of Benefits and service contract Agreement provide all the details you need to know about your Home Systems Protection Plan. Don't hesitate to call us if you have any questions.

We hope that you will stay with us for many years to come.

Sincerely,

Your TrustedPlace Team

**Customer Service and Support is available at:**

Telephone: **866-237-3287**

On-line: **[www.TrustedPlace.com](http://www.TrustedPlace.com)**

**To report a new claim:**  
[Claims@TrustedPlace.com](mailto:Claims@TrustedPlace.com)

**All other:**  
[CustomerSolutions@TrustedPlace.com](mailto:CustomerSolutions@TrustedPlace.com)

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<sup>1</sup> Limitations and exclusions apply. Please read your complete service contract. Certain items and events are not covered by this contract. Refer to the exclusions listed on pages 7 through 9 of this Agreement. All coverages may not be available in all states. Administration of this contract is provided by The Hartford Steam Boiler Inspection and Insurance Company, One State Street, P.O. Box 5024, Hartford, CT 06102.

## Summary of benefits

### Your Details

Customer

Plan Contract Number

Residence Premises

Mailing Address

(If different from Residence Premises)

Issued Date

Contract Period

Company HSB Secure Services, Inc.

### Your Covered Home Equipment

#### *Dwelling Equipment*

[Included or Not Included]

Includes Electrical; Heating, Ventilating and Air Conditioning, Water Heating and Pumping and other equipment permanently installed in your home.

#### *Contents Equipment*

[Included or Not Included]

Includes Appliances (e.g., Kitchen and Laundry); Computing (e.g., Connected Home Devices and Home Automation); and Entertainment (e.g., Audio, Video and Gaming) and other equipment not permanently installed in your home.

### Your Coverage

Home Systems Protection Plan Limits

**Covered Home Equipment** < 15 years old \$25,000

**Covered Home Equipment** of all other ages \$1,500

Dwelling Equipment Deductible \$500

Contents Equipment Deductible \$125

Annual Plan Fee

Contract Period Fee



## Terms of Coverage

In this Agreement, “you” or “your” refer to the Customer shown in the Summary of Benefits and the spouse of the Customer if a resident of the same household. “We”, “us” and “our” refer to the Company providing this service contract as shown in the Summary of Benefits.

This Home Systems Protection Plan, hereinafter referred to as the “Agreement”, covers you for the costs to repair or replace Covered Home Equipment from certain types of operational failures, including mechanical and electrical failures defined below, as a result of normal wear and tear or defects in materials or workmanship, during the Contract Period.

**This is not an insurance policy. Obligations of the provider under this home service contract are backed by the full faith and credit of The Hartford Steam Boiler Inspection and Insurance Company.** If a contractual obligation is not provided to you within sixty (60) days of providing proof of loss, you may file a direct claim with the above mentioned Insurer and payment shall be made directly from such Insurer to you or such Insurer shall provide the required service under the terms of this service contract. You may file a claim directly with the Insurer at 866-237-3287 or at One State Street, Hartford, CT 06102.

Upon expiration of the Contract Period, the contract will be automatically renewed per the terms below.

This Plan excludes consequential damages, pre-existing conditions, and events covered under the original manufacturer’s warranty except as otherwise specified below. Please read the Exclusions and Conditions specified below carefully.

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see section Condition 3, Dispute Resolution, for more information about arbitration.

## Home Systems Protection Plan Coverages

If during the Contract Period your Covered Home Equipment suffers a Home System Breakdown requiring repair or replacement, the following coverages apply. For each coverage, we will pay only for that portion of the loss, damage or expense that is solely attributable to the Home System Breakdown. Limits indicated for coverages apply unless a different limit is indicated in the Summary of Benefits. Limits indicated for coverages are part of, and not in addition to, the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

## 1. **Property Damage**

We will pay to repair or replace **Covered Home Equipment** damaged by a **Home System Breakdown**. Any replacement will be of a like, kind and quality with comparable features and functionality to the damaged **Covered Home Equipment**. Our payment for this coverage shall not exceed the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

## 2. **Expediting Expenses**

With respect to your damaged **Covered Home Equipment** damaged by a **Home System Breakdown** we will pay the reasonable extra cost incurred to:

- a. Make temporary repairs; and
- b. Expedite permanent repairs or permanent replacement.

Our payment for this coverage shall not exceed 10% of the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

## 3. **Ordinance or Law**

We will pay additional costs you incur due to the enforcement of any ordinance or law in connection with repairs or replacement necessary as a result of a **Home System Breakdown**. Our payment for this coverage shall not exceed 10% of the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

## 4. **Spoilage**

With respect to your refrigerated property at the **Residence Premises**, we will pay:

- a. To replace such property if it is damaged due to spoilage that is the result of a **Home System Breakdown**;
- b. Any necessary expenses you incur to reduce the amount of loss under this coverage benefit to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage benefit.

Our payment for this coverage shall not exceed the lesser of \$500 or the replacement value of the **Covered Home Equipment**.

## 5. **Temporary Living Expenses**

We will pay your **Temporary Living Expenses** incurred as a result of a covered **Home System Breakdown**.

Our payment for this coverage shall not exceed \$250 per day and \$2,000 for any **One Home System Breakdown**.

## Definitions

When used throughout the Agreement, the defined words will be in **bold type**.

1. **Contents Equipment** means mechanical, electrical, electronic or pressurized equipment that is owned or used by you, or members of your family who reside with you. Such equipment must be primarily used at, but not **Permanently Installed** in, your **Residence Premises**. **Contents Equipment** includes but is not limited to the following home systems: Appliances (e.g., Kitchen and Laundry); Computing (e.g., Connected Home Devices and Home Automation); and Entertainment (e.g., Audio, Video and Gaming).
2. **Covered Home Equipment**
  - a. **Covered Home Equipment** means:
    - (1) **Contents Equipment** if indicated as Included in the Summary of Benefits.
    - (2) **Dwelling Equipment** if indicated as Included in the Summary of Benefits; and
  - b. None of the following is **Covered Home Equipment**:
    - (1) Waste piping or water piping, except for water piping that is part of a heating or air conditioning system.
    - (2) Fuel storage tank, septic tank or any buried tank or vessel.
    - (3) Buried or encased wiring or piping, except for interior radiant heating and air conditioning piping.
    - (4) Software or electronic data.
    - (5) Property or equipment used solely with your business or employment.
    - (6) Vehicle, whether or not designed for travel on public roads. This includes, but is not limited to, a car, truck, motor home, motorcycle, ATV, moped, snowmobile, trailer, watercraft, aircraft, drone, tractor or riding mower.
    - (7) Equipment owned by a utility provider, whether or not such equipment is located on or used to supply your **Residence Premises**.
3. **Dwelling Equipment** means mechanical, electrical, electronic or pressurized equipment that is **Permanently Installed** in your **Residence Premises**. Such equipment must be owned or used by you or members of your family who reside with you. **Dwelling Equipment** includes but is not limited to equipment used with the following home systems: Electrical; HVAC (e.g., Heating, Ventilating and Air Conditioning) and Water Heating and Pumping.

4. **Home System Breakdown** means operational failure resulting from normal wear and tear or defects in material or workmanship of the **Covered Home Equipment**, consisting of:
  - a. Mechanical breakdown;
  - b. Electrical breakdown;
  - c. Bursting, cracking or splitting; or
  - d. Electronics failureof **Covered Home Equipment** that requires repair or replacement of all or part of the **Covered Home Equipment**.
5. **One Home System Breakdown** means: If an initial **Home System Breakdown** causes other **Home System Breakdowns**, all will be considered **One Home System Breakdown**. All **Home System Breakdowns** that are the result of the same event will be considered **One Home System Breakdown**.
6. **Permanently Installed** means connected or built-in so that the equipment cannot be freely moved in or out of position. Equipment that receives electricity through a hard-wired electrical connection rather than through a plug connection will be considered **Permanently Installed**. Equipment that has a permanent connection to a water or gas line will be considered **Permanently Installed**. However, water lines to refrigerators and water line connections using threaded screws will not be considered a permanent water line connection.

**Residence Premises** means the one-, two-, three- or four family dwelling where you reside in at least one of the family units, and which is shown as the **Residence Premises** in the Summary of Benefits. **Residence Premises** also includes other structures and grounds at that location.
7. **Temporary Living Expenses**
  - a. **Temporary Living Expenses** means the cost of meals and lodging you incur when your **Residence Premises** is not fit to live in because of a **Home System Breakdown**. The costs must arise from necessary increases in living expenses incurred by you so that your household can maintain its normal standard of living.
  - b. **Temporary Living Expenses** does not mean or include any costs incurred after the earlier of the following:
    - (1) The shortest time required to repair or replace the damage; or
    - (2) If you permanently relocate, the date when your household is settled elsewhere.

## Exclusions

We do not cover loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. **Cosmetic Damage**

Cosmetic Damage means any damage that does not impair the functionality of **Covered Home Equipment**.

### 2. **Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole;
- d. Tsunami or volcanic action; or
- e. Any other earth movement including earth sinking, rising or shifting caused by or resulting from human or animal forces or any act of nature.

### 3. **Electrical Disturbance**

Electrical Disturbance means sudden and accidental damage from artificially generated electrical current, including electrical surge or brown out.

### 4. **Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property by order of any governmental or public authority.

### 5. **Gradual Loss**

Gradual Loss means:

- a. Rust, corrosion, erosion or gradual loss of efficiency or functionality; or
- b. Leakage or seepage at or from any connection, valve, fitting, shaft or seal.

### 6. **Installation or Repair**

Installation or Repair means damage to **Covered Home Equipment** while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered **Home System Breakdown** necessitated such installation, dismantling or repair.

## 7. **Intentional Loss**

Intentional Loss means any loss arising out of any act any Customer commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no Customer is entitled to coverage, even Customers who did not commit or conspire to commit the act causing the loss.

## 8. **Mold**

Mold means mold, fungus, wet rot, mildew or yeast, including any associated spores or toxins.

## 9. **Neglect**

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

## 10. **Normal Maintenance**

Normal Maintenance means any condition which can be corrected by an act of normal equipment maintenance. This includes, but is not limited to:

- a. Providing necessary power or supply;
- b. Replacing expendable parts;
- c. Recharging or replacing batteries; and
- d. Reloading or updating software or firmware.

## 11. **Nuclear Hazard**

Nuclear Hazard means nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

## 12. **Pollution**

Pollution means any discharge, dispersal, seepage, migration, release or escape of pollutants, except as specifically covered under Coverages 3. Ordinance or Law.

## 13. **Software Problems**

Software Problems means:

- a. Any programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
- b. Incompatibility of **Covered Home Equipment** with any software or equipment installed, introduced or networked within the prior 30 days.



#### 14. Standard Property Perils

Standard Property Perils means:

- a. Fire Or Lightning (including fire resulting from a **Home System Breakdown**);
- b. Windstorm Or Hail;
- c. Explosion;
- d. Riot Or Civil Commotion;
- e. Aircraft;
- f. Vehicles;
- g. Smoke;
- h. Vandalism Or Malicious Mischief;
- i. Theft;
- j. Weight Of Ice, Snow Or Sleet;
- k. Accidental Discharge Or Overflow Of Water Or Steam;
- l. Freezing; or
- m. Volcanic Eruption.

#### 15. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### 16. Water or Other Liquid Damage

Water or Other Liquid Damage means any damage caused by water or other liquid, including water or other liquid that results from a **Home System Breakdown**.

### Property Not Covered

We do not cover any property other than the following:

1. Your **Covered Home Equipment**; or
2. Your refrigerated property at the **Residence Premises**.

## Limits

The most we will pay for loss, damage or expense arising from any **One Home System Breakdown** is the amount indicated as the Home Systems Protection Plan Limit in the Summary of Benefits.

Individual coverages are subject to limits as indicated in the form or in the Summary of Benefits. The most we will pay under any such coverage for loss, damage or expense arising from any **One Home System Breakdown** is the amount indicated as the limit for that coverage in the form or the Summary of Benefits. These limits are a part of, and not in addition to, the Home Systems Protection Plan Limit.

## Deductible

We will not pay under this Agreement until the amount of covered loss arising from any **One Home System Breakdown** exceeds the deductible amount shown in the Summary of Benefits. We will then pay the amount of covered loss in excess of such deductible amount, subject to the applicable limits.

## Conditions

This Agreement is subject to the following additional conditions.

### 1. Abandonment Of Property

We need not accept any property abandoned by a Customer.

### 2. Concealment Or Fraud

We provide no coverage benefits if a Customer has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements relating to this Agreement.

### 3. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration, before a single arbitrator, and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes.

Either you or we may make a demand for arbitration by contacting AAA at 800-778-7879 or going to [www.adr.org](http://www.adr.org) to file a claim.

Any arbitration under this Condition will take place on an individual basis; class arbitration and class actions are not permitted. You agree that by entering into this Agreement, you and we are waiving the right to a trial by jury or to participate in a class action.

Any arbitration award may include attorney's fees if allowed by Federal, State or other applicable law and may be entered as a judgment in any court of proper jurisdiction.

Notwithstanding this arbitration agreement, any party may file an individual action in small claims court.

#### **4. Duties After Loss**

In case of a loss, we have no duty to provide coverage under this Agreement if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

- a. Give prompt notice to us;
- b. Protect the property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repair expenses;
- c. Cooperate with us in the investigation of a claim;
- d. As often as we reasonably require:
  - (1) Show us the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies;
  - (3) Provide us detailed repair estimates; and
  - (4) Provide us with receipts for **Temporary Living Expenses** incurred.

#### **5. Maintaining Your Property and Equipment**

It is your responsibility to appropriately maintain your property and equipment. We will not pay your costs to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this Agreement.

#### **6. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

## 7. Other Coverage

If a loss covered by this Agreement is also covered by another service contract, warranty, insurance policy or manufacturer's recall, we shall pay only for the amount of the cost to repair or replace such **Covered Home Equipment** in excess of the amount due from that other service contract, warranty, insurance or manufacturer's recall. In no event, however, shall we pay more than the applicable Limit.

## 8. Proving Your Loss

It is your responsibility, at your own expense, to provide documentation to us:

- a. Demonstrating that the loss, damage or expense is the result of a **Home System Breakdown** covered under this Agreement; and
- b. Calculating the dollar amount of the loss, damage and expense that you claim is covered.

## 9. Term

This Agreement applies only to loss which occurs during the Contract Period as indicated in the Summary of Benefits.

## 10. Valuation

- a. Our payment for damaged **Covered Home Equipment** and for spoiled refrigerated property will be the smallest of:
  - (1) The applicable limit of liability;
  - (2) The cost to repair the damaged property; or
  - (3) The cost to replace the damaged property with like kind, quality and capacity.
- b. Except as described in c. below, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- c. Environmental, Safety and Efficiency Improvements

We will pay your additional cost to replace **Covered Home Equipment** with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply when repair is more cost effective than replacement, even if such repair involves the replacement of component parts. This provision does not increase any of the applicable limits.

## Cancellation

This Agreement can be cancelled by you within thirty (30) days of the effective date, and a full refund will be made if no claims have been paid. To cancel, you must notify us in writing, via email at [CustomerSolutions@TrustedPlace.com](mailto:CustomerSolutions@TrustedPlace.com), or by calling 866-237-3287. This Agreement can be cancelled by you thirty (30) days after the Agreement effective date, or within thirty (30) days if a claim has been paid, and you shall be entitled to a pro-rata refund of the unearned pro-rata Agreement charge for the remaining term less claims paid.

This Agreement cannot be cancelled by us, except for:

1. Nonpayment of Agreement charges: or
2. Fraud or material misrepresentation.

If the Agreement is cancelled by us, the purchaser may be entitled to a pro-rata refund of the paid Agreement charge for the remaining term less claims paid. Notice of such cancellation will be in writing, shall include the reason and effective date of cancellation, and shall be delivered to you at your last known address at least 15 days prior to the effective date of cancellation.

## Renewal

We may elect to renew this contract for a one year contract term. In the event we elect to renew your contract, you will be notified of the terms and any rate changes within 60 days prior to the expiration of your contract. Unless you notify us prior to the expiration of your contract, your contract will be automatically renewed. You will be charged applicable fees in accordance with the terms and conditions made available to you and according to the payment option in place for the expiring contract term.

## Transferability

If the **Residence Premises** changes ownership during the Contract Period, coverage may be transferred by contacting us at 866-237-3287.

## Special State Requirements

These special state requirements apply when the **Residence Premises** is located in the applicable state and supersede any other provisions herein to the contrary:

**Alabama:** The Section entitled "Cancellation" is amended as follows: a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the return of this Agreement by You.

**Arizona:** The Section entitled "Exclusions," Item 5., "Gradual Loss," is deleted and replaced as follows: Gradual Loss means: a. Rust, corrosion, erosion or gradual loss of efficiency; or b. Leakage or seepage at or from any connection, valve, fitting, shaft or seal. The Section entitled "Cancellation" is amended as follows: If this Agreement is cancelled, we will not deduct any claims paid from any refund due under this Agreement, and such refund will be made on a pro-rata basis. Notwithstanding any language to the contrary contained herein, we will not cancel or void this Agreement due to pre-existing conditions, prior use or unlawful acts relating to the **Covered Home Equipment**; or misrepresentation by either the Obligor or subcontractors which were known by the Obligor or program ineligibility. Further, neither Obligor nor its assignees or subcontractors will cancel or void coverage under this Agreement due to the acts or omissions of the Obligor, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner.

**Arkansas:** Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy issued by The Hartford Steam Boiler Inspection and Insurance Company. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company at 866-237-3287 or at One State Street, Hartford, CT 06102. The Section entitled "Cancellation" is amended as follows: a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of the return of this Agreement by You.

**California:** If you suffer a **Home System Breakdown**, we will prepare a response and a plan for covered services within 48 hours of the request by you or your agent. If you suffer a **Home System Breakdown** and request services by telephone, we will provide for the performance of services and you will not be required to submit a claims form or application. The section entitled "Cancellation" is amended as follows: We may only cancel this Agreement for nonpayment of the Agreement fees, fraud or misrepresentation of facts material to the issuance of the Agreement by you, or if an interest in the

residential property covered under the Agreement is sold and the Agreement is contingent on an interest in the property not being sold.

**Colorado:** 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. A party to a home warranty service contract may have a right of civil action under those laws, including obtaining the recourse or penalties specified in those laws.

**Connecticut:** Should this Agreement expire while repairs covered under this Agreement are in process, the term of this Agreement will be automatically extended while the **Covered Home Equipment** is in the custody of the provider for repairs or replacement. Written complaints regarding this Agreement may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-816, Attention: Consumer Affairs. Written complaints must describe the dispute, the price of the product and cost of repair, and include a copy of this Agreement.

**District of Columbia:** The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to us. Obligations of the provider under this service contract are insured under a service contract reimbursement policy issued by The Hartford Steam Boiler Inspection and Insurance Company.

**Florida:** **This Agreement does not provide listing period coverage free of charge.** The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** The first sentence of the fifth paragraph of "Terms of Coverage" is amended as follows: This Plan excludes consequential damages, pre-existing conditions known to you or reasonably should be known to you, and events covered under the original manufacturer's warranty except as otherwise specified below. The first sentence of the Section entitled "Conditions," Item 3., Dispute Resolution is amended to read as follows: Any disputes arising out of or relating to this Agreement shall be resolved by non-binding arbitration, before a single arbitrator, and Administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The Section entitled "Cancellation" is amended as follows: This Agreement cannot be cancelled by us, except for: 1) Nonpayment of Agreement charges by you; or 2) Fraud or material misrepresentation by you. In applying this Section, the cost of claims paid or services provided will not be deducted from any refund issued pursuant to this service contract and the purchaser shall be entitled to a pro-rata refund. In the event of cancellation due to nonpayment of Agreement charges by you or this contract has been in effect less than sixty (60) days, written notice stating the effective date and time of cancellation will be mailed via first-class mail to your last address of record at least ten (10) days prior to the effective date of cancellation. In the event of cancellation due to fraud or material misrepresentation by you and this contract has been in effect at least sixty (60) days, written notice stating the effective date and time of cancellation will be mailed via first-class mail to your last address of record at least thirty (30) days prior to the effective date of cancellation.



**Hawaii:** The Section entitled “Cancellation” is amended as follows: a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Agreement to Us.

**Illinois:** The section entitled “Cancellation” is amended as follows: If you cancel this Agreement, we may charge a cancellation fee not to exceed 10% of the Agreement purchase price or \$50.

**Indiana:** Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy issued by The Hartford Steam Boiler Inspection and Insurance Company. If we do not provide for, or reimburse, or pay for, a service that is covered under this Agreement within 60 days after you provide proof of loss or if we become insolvent or otherwise financially impaired, you may file a claim directly with the reimbursement insurer at 866-237-3287 or at One State Street, Hartford, CT 06102.

**Iowa:** 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. If you suffer a **Home System Breakdown**, we will prepare a response and initiate a plan for covered services within 48 hours of the request by you. If you suffer a **Home System Breakdown** and request services by telephone, we will provide for the performance of services and you will not be required to submit a claims form or application.

**Louisiana:** The Section entitled “Cancellation” is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of this Agreement to us.

**Minnesota:** The Section entitled “Cancellation” is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of this Agreement to us.

**Missouri:** The Section entitled “Cancellation” is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of this Agreement to us.

**Nevada:** The Section entitled “Cancellation” is amended as follows: A ten percent (10%) penalty for each 30-day period or portion thereof shall be added to a refund that is not paid or credited within forty five (45) days after return of this Agreement to us. Further, the Section entitled “Cancellation” is amended as follows: This Agreement cannot be cancelled by us, except for: 1) Nonpayment of Agreement charges by you; or 2) Fraud or material misrepresentation by you. In applying this Section, the cost of claims paid or services provided will not be deducted from any refund issued pursuant to this service contract. We may elect to renew this contract for a one year contract period. In the event we elect to renew your contract, you will be notified of the terms within 60 days prior to expiration of your contract. Unless you notify us prior to expiration of your contract, your contract will be renewed and you will be charged applicable contract fees. We will make reasonable efforts to expedite emergency claims covered under this contract related to goods that are essential to health and safety and which



render a home unfit to live in. If an emergency claim involves the loss of plumbing, heating, cooling, or electrical services, repairs will commence within twenty-four (24) hours after the report of such claim. A claims status report for an emergency claim shall be provided to you and the Commissioner of Insurance by e-mail within three (3) calendar days in the event of a report of such emergency claim. The claims status report shall include the following information: 1) A list of required repairs and services provided or to be provided; 2) The primary reason causing any required repairs or services to extend beyond a three (3) day period, including the status of any parts required for the repairs or services; 3) The estimated time to complete the repairs or services; and 4) Contact information for you and the Commissioner of Insurance to make additional inquiries concerning any aspect of the claim, with responses from us to be made not later than one (1) business day after such inquiry is made. If you are not satisfied with the manner in which we are handling a claim under this contract, you may contact the Commissioner of Insurance at the Division's toll-free number: 1-888-872-3234.

**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 at 603-271-2261.

**New Jersey:** The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after return of this Agreement to us.

**New Mexico:** The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid or credited within sixty (60) days after return of this Agreement to us. If this Agreement has been in effect for at least seventy (70) days, we may not cancel this Agreement before the expiration of the agreed term or one year after the effective date of the service contract, whichever occurs first, except on any of the following grounds: failure by you to pay an amount when due; your conviction of a crime that results in an increase in the service required under the Agreement; discovery of fraud or material misrepresentation by you in obtaining the Agreement or in presenting a claim for service thereunder; or discovery of either of the following if it occurred after the effective date of the service contract and substantially and materially increased the service required under the service contract: an act or omission by you or your violation of any condition of the Agreement.

**New York:** The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Agreement to us.

**North Carolina:** Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy issued by The Hartford Steam Boiler Inspection and Insurance Company. If we do not provide for, or reimburse, or pay for, a service that is covered under this Agreement within 60 days after you provide proof of loss or if we become insolvent or otherwise financially impaired, you may file a claim directly with the reimbursement insurer at 866-237-3287 or at One State Street, Hartford, CT 06102. The section entitled "Cancellation" is amended as follows: We

may only cancel this Agreement if you fail to pay a fee or charge due under the terms of the Agreement or you engage in fraud or misrepresentation of facts material to the issuance of the Agreement. If you cancel this Agreement, we may charge a cancellation fee not to exceed 10% of the Agreement purchase price.

**Oklahoma:** The Section entitled "Cancellation" is amended as follows: If the Agreement is cancelled by us, the purchaser shall be entitled to a pro-rata refund of the paid Agreement charge for the remaining term less claims paid.

**South Carolina:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000. Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract. The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to us.

**Texas: NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE § 1303.304.** This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3049. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas. The section entitled "Cancellation" is amended as follows: We may only cancel this Agreement if you fail to pay a fee or charge due under the terms of the Agreement, you engage in fraud or misrepresentation of facts material to the issuance of the Agreement, or an interest in the residential property covered under the Agreement is sold and the Agreement is contingent on an interest in the property not being sold.

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

**Utah:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The section entitled "Cancellation" is amended as follows: We may not cancel this Agreement prior to the earlier of the Expiration Date or one year from the Effective Date unless we are cancelling the Agreement for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or substantial breaches of your duties hereunder. If we cancel this

Agreement we will mail to you a written notice of cancellation at your last known address as reflected in our files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation.

**Virginia:** If you suffer a **Home System Breakdown**, we will prepare a response and a plan for covered services within 72 hours of the request by you. If you are unable to contact or obtain satisfaction from us, you may contact the Virginia State Corporation Commission, Bureau of Insurance at P.O. Box 1157, Richmond, VA 23218 or at 1-804-371-9741. The section entitled "Cancellation" is amended as follows: We may only cancel this Agreement for nonpayment of the provider fee, fraud or material misrepresentation of material facts by you.

**Washington:** The section entitled "Cancellation" is amended as follows: If the Agreement is cancelled by us, the purchaser may be entitled to a pro-rata refund of the paid Agreement charge for the remaining term less claims paid. Notice of such cancellation will be in writing, shall include the reason and effective date of cancellation, and shall be delivered to you at your last known address at least 21 days prior to the effective date of cancellation.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy issued by The Hartford Steam Boiler Inspection and Insurance Company. If we do not provide for, or reimburse, or pay for, a service that is covered under this Agreement within 60 days after you provide proof of loss or if we become insolvent or otherwise financially impaired, you may file a claim directly with the reimbursement insurer at 800-HSB-1866 or at One State Street, Hartford, CT 06102. The section entitled "Cancellation" is amended as follows: If you cancel this Agreement within 30 days of the effective date of this Agreement, we shall refund you the full purchase price of the Agreement. If you cancel this Agreement after the Agreement has been in effect for 30 days, we may charge a cancellation fee not to exceed ten percent (10%) of the Agreement purchase price. If we do not pay or credit a refund within 45 days after return of this Agreement to us, we shall pay a penalty of ten percent (10%) per month of the refund amount outstanding. In the event of a total loss of property covered by this Agreement that is not eligible for replacement pursuant to the terms of this Agreement, a service contract holder shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Annual Plan Fee, less any claims paid.

**Wyoming:** Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy issued by The Hartford Steam Boiler Inspection and Insurance Company. If we do not provide for, or reimburse, or pay for, a service that is covered under this Agreement within 60 days after you provide proof of loss or if we become insolvent or otherwise financially impaired, you may file a claim directly with the reimbursement insurer at 800-HSB-1866 or at One State Street, Hartford, CT 06102. The Section entitled "Cancellation" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to us. The Section entitled "Dispute Resolution" is deleted in its entirety.