



REGISTRATION PAGE

Contract Number:

SERVICE CONTRACT HOLDER INFORMATION		
NAME:	PHONE:	
EMAIL:		
ADDRESS: (Complete only if Contract Holder's mailing address is different from the Location of Covered Home)		
CITY	STATE	ZIP

LOCATION OF COVERED HOME		
ADDRESS		
CITY	STATE	ZIP
Age of Home	<input type="checkbox"/> 10+ years	
Size of Home	<input type="checkbox"/> 3000+ sq. feet	

CONTRACT INFORMATION		
CONTRACT PURCHASE DATE:		
	CONTRACT PURCHASE PRICE	COVERAGE PURCHASED: <input type="checkbox"/> ESSENTIAL <input type="checkbox"/> STANDARD <input type="checkbox"/> PREMIUM
Optional Coverage	<input type="checkbox"/> Pool/Spa	<input type="checkbox"/> Roof Leak
<input type="checkbox"/> Electronics/Smart Home	<input type="checkbox"/> 2 nd HVAC	<input type="checkbox"/> 2 nd Refrigerator
<input type="checkbox"/> 2 nd Water Heater	<input type="checkbox"/> Freestanding Freezer	<input type="checkbox"/> 2 nd Freezer
<input type="checkbox"/> Freestanding Ice Maker	<input type="checkbox"/> Garage Door Opener	
Contract Term: <input type="checkbox"/> Month to Month <input type="checkbox"/> Annual		
Continuous Until Cancelled		
WAITING PERIOD: 30 DAYS		
Service Call Fee:	<input type="checkbox"/> \$85	
Contract Administrator* EFG Home Services LLC		
*Varies by State P.O. Box 167667, Irving, TX 75016 1-844-548-2817		
Contract Insurer* American Bankers Insurance Company of Florida		
*Varies by State 11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694		

SELLER INFORMATION		
NAME:	PHONE:	
ADDRESS:		
CITY	STATE	ZIP
<p style="text-align: center;">Certain items and events are not covered by this Contract. Please refer to the Limits of Liability and Exclusions section of this document.</p>		

COVERAGE

Product Plan/Products	Covered Plan/Products		
	ESSENTIAL	STANDARD	PREMIUM
Home Systems Plan			
Heating System	X	X	X
Cooling System	X	X	X
Plumbing System	X	X	X
Electrical System	X	X	X
Water Heater	X	X	X
Appliance Plan			
Kitchen Refrigerator	N/A	X	X
Cooking Range/Oven/Cooktop	N/A	X	X
Built-in Dishwasher	N/A	X	X
Clothes Washer	N/A	X	X
Clothes Dryer	N/A	X	X
Garbage Disposal	N/A	X	X
Built-In Microwave	N/A	X	X
Ceiling Fan	N/A	X	X
Exterior Water/Sewer Line	N/A	*OPT	*OPT
Small Roof Leaks	N/A	*OPT	*OPT
Pool/Spa	*OPT	*OPT	*OPT
Electronics Plan with Smart Home	*OPT	X	X
Second HVAC Unit	*OPT	*OPT	X
Second Refrigerator	*OPT	*OPT	X
Second Oven/Range/Cooktop	*OPT	*OPT	X
Second Water Heater	*OPT	*OPT	X
Garage Door Opener	*OPT	*OPT	X
Freestanding Freezer	*OPT	*OPT	X
Second Freezer	*OPT	*OPT	X
Freestanding Ice Maker	*OPT	*OPT	X
X = Included Coverage *OPT (Optional Coverage Items)			

CONTRACT DETAILS

This Contract is a residential service contract, not an insurance policy. This Contract is not valid unless a completed customer Registration Page is attached. This Contract is not transferrable. This Contract is between EFG Home Services, LLC and You, the Service Contract Holder shown on the Registration Page.

Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if We become insolvent or otherwise financially impaired, then You may make a direct claim against American Bankers Insurance Company of Florida.

ANNUAL CONTRACT TERM AND AUTOMATIC RENEWAL

This Contract begins on the Contract Effective Date. There are two types of Contract Terms for this Contract, with Your Contract Term being selected on the Registration Page. If You chose an Annual Contract Term, then by agreeing to the Contract terms, You affirmatively consent to this Contract automatically renewing. If You chose an Annual Contract Term, this Contract has a minimum fixed duration of 12 months and after each year **IT WILL AUTOMATICALLY RENEW AND CONTINUE FOR AN ADDITIONAL 12 MONTHS UNLESS CANCELLED**. If You no longer wish to renew Your coverage at any point in time, please see section "HOW THIS CONTRACT MAY BE CANCELLED" for the cancellation procedure. Your coverage will remain in effect according to this Contract through the day of any requested termination. We reserve the right to change the Contract Purchase Price or other terms of this Contract for subsequent Contract Terms. We will provide notice to you 30 days in advance if such Contract terms change. Your continued use of this Contract and payment of the Contract Purchase Price upon renewal of the Contract Term serves as your affirmative consent to the Contract automatically renewing and consent to any changes in terms.

MONTH TO MONTH CONTINUOUS UNTIL CANCELLED CONTRACT TERM

If You selected Month to Month Continuous Until Cancelled Contract Term, this Contract continues month to month unless cancelled by You or Us. Your coverage will remain in effect according to this Contract through the day of any requested termination. Please see section "HOW THIS CONTRACT MAY BE CANCELLED" for the cancellation procedure. We may change the monthly charge for this Contract, the administration of this Contract, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Your continued use of the Contract and payment of the charges, after such notice, constitutes your acceptance of the changes.

OUR OBLIGATIONS

This Contract is intended to provide protection against the cost of repairing Mechanical Breakdowns and malfunctions in Your home based on specific items listed in the *Covered Items* section of this Contract. Your plan is indicated on the Registration Page that is attached to this Contract. Certain provisions in this Contract may limit coverage. **Please read the entire Contract to determine rights, duties, and what is and is not covered.** This Contract is available to existing homeowners if You have owned Your home more than ten (10) days. If Your home is currently listed for sale or if You have listed Your home for sale within the last thirty (30) days You are not eligible for this Contract. **CLAIM SERVICE FOR MECHANICAL FAILURES COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT MUST HAVE PRIOR APPROVAL BY THE ADMINISTRATOR 1-844-548-2817.**

DEFINITIONS

Claim means a demand for service or payment made by You in accordance with this Contract.

Contract means this service contract, including Registration Page, between You and Us.

Contract Effective Date means the date in which the Waiting Period ends and You become eligible to file claims and receive service under this Contract.

Contract Purchase Price means the fee due for coverage under this Contract on the Contract Purchase Date and prior to the commencement of each subsequent consecutive Contract Term.

Contract Term means the duration of this Contract as measured from the Contract Effective Date. If the Registration Page reflects Month to Month Continuous Until Cancelled, then this Contract is for a duration of one month and is continuous month to month unless cancelled. If the Registration Page reflects Annual, then this Contract is for a duration of one year.

Covered Item means an item listed in the Covered Plan/Products section of the Registration Page that may or may not have any remaining coverage under the manufacturer's original equipment warranty, and that is fully operational and not damaged as of Your Contract Effective Date.

Customer, You, Yourself and Your (Contract Holder) means the person who is listed on the Registration Page listed under Contract Holder information.

Domestic Grade means items that were manufactured solely for installation and use in a residential single-family dwelling.

Mechanical Failure or Mechanical Breakdown means a Covered Item becomes inoperable and unable to perform its designed function caused by normal use.

Seller means the entity from which You purchased Your Contract.

Service Call Fee means the fee that is due by You for each service call, or actual cost of service, whichever is less, paid directly to EFGHS upon request of service whether or not the Covered Item's failure is determined covered by this Contract. This fee is non-refundable once the service provider has been on-site to diagnose the unit regardless of claim eligibility.

Sewer Line means Your lateral sewer service line from the exterior wall of Your Home to the connection with Your sewer utility's main or Your septic tank. It does not include Your sewer main tap/saddle or Your septic tank or it's components or attachments.

Waiting Period means the thirty (30) day period following the Contract Purchase Date to the Contract Effective Date during which You are not eligible to submit Claims for coverage under this Contract. **THIS CONTRACT IS SUBJECT TO A 30 DAY WAITING PERIOD.**

Water Line means the water service line from the point where it connects to Your water utility's system to the water meter or main shut-off valve for Your home, whichever is closer to the foundation wall. It does not include Your water main tap, water meter, water meter pit or water meter vault.

We, Us, Our and EFGHS means the obligor under this Contract, EFG Home Services LLC (Service Contract Provider) P.O. Box 167667, Irving, TX 75016 1-844-548-2817. **For California residents:** We, Us, and Our means Enterprise of Texas Insurance Agency P.O. Box 167667, Irving, TX 75016, 1-844-548-2817.

COVERED ITEMS

This Contract provides coverage for Mechanical Failure only for those Covered Items specifically listed under *Covered Plan/Products* based on the Coverage Purchased selection on Your Registration Page and all items listed under *Optional Coverage Items* for which coverage has been purchased, and excludes all other items. The Covered Item (**does not include leased or rental equipment**) will be deemed to have been in proper operating condition on the Contract Effective Date if it was located within the Covered Home as listed on Your Registration Page, was fully connected, and capable of successfully performing all functions efficiently as intended with manufacturer's original design including no risk to life or property. We have the sole discretion to determine the operating condition of Covered Items as of the Contract Effective Date, and the nature of any failure, based on information including but not limited to, Our authorized service professional's diagnosis and EFGHS representatives. We at our discretion will repair or replace Covered Items if they become inoperative during the Contract Term due to Mechanical Failure.

A Mechanical Failure is not covered if it is due to: lack of routine care and maintenance; misuse; and conditions caused by rust and/or corrosion.

Undetectable Pre-existing Conditions

EFGHS will cover a malfunction relating to a failure or condition in existence prior to the purchase of Your Contract. EFGHS will be liable up to **\$750** to repair the malfunction provided it could not have been detected by visual inspection or by operational test. A visual inspection verifies that an item appears operable (e.g., without damage or missing parts that would indicate inoperability). An operational test is turning the item on or off to verify the item is operable (e.g., without irregular sounds, smoke or other noticeable abnormalities).

APPLIANCES (NOT INDUSTRIAL OR COMMERCIAL GRADE)

a. KITCHEN REFRIGERATOR

Covered: All components and parts for one (1) refrigerator that is in your primary kitchen, **except: Racks; handles, shelves; drawers; lights; food spoilage; touchscreens; wine chillers; freezers which are not an integral part of the refrigerator; cosmetic problems such as chipping, dents or scratches, refrigerant recapture, reclaim and disposal, liners, insulation or missing insulation, light bulbs, LEDs, filters and doors.**

b. BUILT-IN DISHWASHER

Covered: All components and parts for one (1) dishwasher that is in your primary kitchen, **except: Racks; baskets; tubs and liners; rollers; commercial units; failures caused by foreign objects; cosmetic problems; such as chipping, dents, or scratches; water flow restrictions due to mineral deposits, such as but not limited to, lime; units that use temporary connectors.**

c. MICROWAVE OVEN - DEVELOPED AS BUILT IN UNIT

Covered: All components and parts **except: Interior linings and cavities; door glass; clocks; shelves; lights; lamps and bulbs; portable or countertop units; meat probe assemblies; rotisseries; cosmetic problems such as chipping, dents or scratches.**

d. COOKING RANGE/OVEN/COOKTOP

Covered: All components and parts for one (1) range/oven/cooktop that is in your primary kitchen **except: Clocks (unless failure affects the function of the oven); meat probe assemblies; rotisseries; racks; liners and cavities; handles; knobs; magnetic induction components; doors; cosmetic problems; such as chipping; dents; or scratches; damage or breakage to glass/ceramic cooktop.**

e. GARBAGE DISPOSAL

Covered: All components and parts **except: Non-mechanical failures such as jammed units by foreign materials.**

f. CLOTHES WASHER

Covered: All components and parts **except: Removable inner and outer tubs or wash buckets, mini-tubs or buckets; filter screens; knobs and dials, damage to clothing; cosmetic problems, such as chipping, dents, or scratches; water flow restrictions due to mineral deposits, failures resulting from foreign objects not belonging in a washer, external hoses, stackable units.**

g. CLOTHES DRYER

Covered: All components and parts **except: Venting; lint screens; knobs and dials; damage to clothing; glass displays; cosmetic problems such as: chipping, dents, or scratches, internal drums and baffles,**

stackable units.

WATER HEATER (First)

Covered: All parts and components **except:** oil-fired water heaters; anode rods; color or purity of water; noise; heat recovery units; stands; permits; code upgrades(unless optional coverage is purchased); steam circulating systems; flue repairs; piping; gas stop; T&P discharge line; insulation; auxiliary holding or storage tanks; thermal expansion tanks; sediment build-up; solar heaters and solar assisted heaters, including all parts and components; self-contained heat and domestic hot water systems (boilers); water heaters exceeding 80-gallon maximum capacity.

NOTE: Heating systems need monthly replacement of filters and periodic cleaning of condenser and evaporator coils or follow Your manufacturer's recommendations.

AIR CONDITIONING/COOLING SYSTEM

Covered: Mechanized parts and components of a centrally ducted air conditioning system and/or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills (**excluding duct work outside the perimeter of the home or crawl space**); air handler; blower fan motors; capacitors; compressors; condenser fan motors; condenser coils; condensers; evaporator coils; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motors (**excludes dampers**); refrigerant (**excludes reclamation**); refrigerant filter dryer; refrigerant piping (**excluding inter-connecting line sets and geo-thermal piping**); relays; reversing valves; switches and controls; and thermostats (electronic set back and programmable units will be replaced only with standard units).

Except: Refrigerant leaks, commercial units, wall-units, window units, mini-split systems, ductless systems, systems exceeding five (5) tons per unit, secondary condensate drain pans, pumps, and lines; UV lighting components; filters (including electronic/electrostatic and de-ionizing filter systems); heat recovery unit; interconnecting refrigerant lines (external of the equipment); panels and/or cabinetry; roof jacks or stands; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; recapture/reclaim of refrigerant; stopped up drain lines; structural components; geothermal piping; humidifiers; zone control systems; flues and vents; water and condensate pumps and lines external of the condenser unit); wall units (except as noted above); crane charges; window units; portable a/c units; improperly sized or mismatched systems; water cooling towers. Gas systems, including ammonia systems, and chilled water systems.

HEATING SYSTEM

Covered: Mechanized parts and components of the following one system if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill (**excluding ductwork outside the perimeter of the home or in a crawl space**): hot water and steam system, forced air/gas/electric heating system, electric baseboard units blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (**excludes dampers**); and switches

Except: Refrigerant leaks, all coal or wood burning equipment; geo-thermal systems; chimneys, flues, and liners; cleaning and re-lighting of burners; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; window units; concrete encased steam or radiant heating coils or lines; radiators; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); built in heat lamps; fireplaces and related components; free-standing or portable heating units; fuel storage tanks, lines, and filters; dehumidifiers; roof jacks or stands; gas log systems, including gas feed lines; humidifiers; individual space heaters; maintenance and cleaning; panels and/or cabinetry; radiant heating systems built into

walls, floors or ceilings; pellet stoves; pressure regulators; registers/grills; secondary units; solar heating devices and components; condensate pumps; cable heating systems; stopped up drain lines; structural components; items not specifically listed as covered.

ELECTRICAL SYSTEM

Covered: Mechanized parts or components as follows: general line voltage wiring (**repair only**), components and parts within the perimeter of the exterior walls consisting of main breaker fuse panel/box; standard light switches and receptacles.

Except: Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture; lightning strikes; items not specifically listed as covered. Attic, bathroom, and/or whole house exhaust fans; alarm system batteries; burglar, fire and smoke alarms; direct current (DC) wiring and systems; breakers over 200 amps; backup systems; carbon monoxide and fire detection alarm systems; wire tracing; aluminum wiring; exterior wiring and components (except main panels mounted to exterior wall); exhaust fans; phone jacks; intercom or speaker systems; lighting fixtures; load control devices; septic system electrical equipment; multi-media wiring; low voltage systems, including wiring and relays; electrical generation systems; solar powered systems; issues originating at time of installation; telephone systems; timers; touch pad assemblies; remote controls; light bulbs; commercial or industrial grade systems; radon monitoring systems; utility meter base pans; wall fans, lighting fixtures and light bulbs; timers; touch pad assemblies; fan balancing; fan blades; ceiling extensions; attic fans; whole house fans; remote controls; and wall fans. Conditions caused by circuit overload, inadequate wiring capacity and, power surges.

PLUMBING

Covered: Mechanized parts and components of the following: interior hose bibs; angle stops; risers; shower and tub valves; faucets (replaced with chrome builder's standard); We cover up to three (3) toilets for toilet tanks and bowls (replaced with two-piece white builder's standard), wax ring seals, toilet mechanisms within the toilet tank; Repair (not re-pipe) only of leaks and breaks of water, drain, waste and vent lines within the perimeter of the main foundation are also covered (**unless caused by freezing or root damage, then not covered**). With respect to concrete-encased and inaccessible plumbing lines (such as a crawl space) diagnosis and repair is limited to \$500.

Except: Water Main, clay, steel or galvanized pipes, all piping and plumbing below the foundation or slab or outside of the perimeter of the foundation; bath tubs; stoppages; gas lines; bidets; caulking or grouting; color or purity of the water in the system; toilet flanges; "insty" heat type devices and water purifiers; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, minerals and other deposits; exterior hose bibs; water supply lines to the refrigerator; plumbing stoppages; damage caused by freezing; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs; systems outside of the home; sewage ejector pumps; sewer and water laterals; wells and well pumps; solar systems; water conditioning equipment; shower; shower head, arms, enclosures and base pans; sinks; main shut off valve; toilet tank lids and toilet seats; water damage; water filters; dry refuse well; water purification systems; whirlpools, spas and their respective plumbing and mechanical components; items not specifically listed as covered.

CEILING FAN

Covered: Mechanized parts or components on two (2) ceiling fans include: ceiling fan motors and their controls (if replaced builder grade will be allowed). **Except:** Fan balancing; fan blades; ceiling extensions;

bearings; attic fans; whole house fans; remote controls; and wall fans. Conditions caused by circuit overload, inadequate wiring capacity and, power surges.

Exterior Water Line – OPTIONAL COVERAGE

Covered: A permanently blocked, leaking, or low pressure (less than 30 pounds per square inch with 2 or fewer fixtures open) Line that provides fresh water to Your Home. If supplied by a utility: Your Line from Your Property boundary to the external wall of Your Home. If supplied by a well: Your Line from the external wall of Your well casing to the external wall of Your Home.

Excluded: Any section of Your Line that is shared with any third party or is covered by a homeowners', condominium or like association. Any watering, irrigation, or sprinkler systems regardless of application within the covered property. Repair or replacement of any sections of parts of Your Water Line that are not stated to be covered in Covered Items section.

Exterior Sewer Line – OPTIONAL COVERAGE

Covered: Repair or replacement of the following for which You have sole responsibility, that is damaged due to normal wear and tear: A permanently blocked or leaking Line that takes wastewater from Your Home. Non-functioning grinder pumps that are part of Your Line. If connected to a sewer system: Your Line from the external wall of your Home to Your property boundary. If connected to a septic system: Your Line from the external wall of Your Home to the point of connection to Your septic tank on Your Property.

Excluded: Any section of Your Line that is shared with any third party or is covered by a homeowners', condominium or like association. Repair or replacement of any sections of parts of Your Line that are not stated to be covered in Covered Items section.

Small Roof Leaks – OPTIONAL COVERAGE

Covered: Repair of shake, shingle (3-tab), and composition roof leaks over the occupied living space of Your home.

Excluded: Porches, patios, cracked and/or missing material; foam roofs; tar and gravel or metal roof; cemwood shakes; Masonite shingles; masonry tiles; concrete shingles; flat or built-up roof; structural leaks adjacent to or caused by appendages of any kind; downspouts, flashing, gutters, skylights, decks, patio covers, solar equipment, roof jacks, antennae, satellite components, chimneys, partial roof replacement, preventative maintenance, partial or complete roof replacements.

GARAGE DOOR OPENER – OPTIONAL COVERAGE

Covered: All mechanized parts and components except: Garage doors, batteries; damage caused by door malfunctions; all door assemblies including door panels, tracks, rollers, hinges, cables and springs; guides; units not meeting current safety standards; frequency interference; repair issues resulting from faulty installation; lights; sending units; exterior mounted keypads; remote transmitters.

HOME ELECTRONICS including SMART HOME – OPTIONAL COVERAGE

Covered: Any Mechanical Failure for the following items: TVs, home stereo, DVD player and the following items that have a built-in wifi or Bluetooth chip and transmitter: Electrical Switches, thermostats, video doorbells, home hubs, speakers, touch panels (handheld, tabletop, wall mount). The devices must be solely intended for residential use in the manner for which it was intended (as specified in the manufacturer's warranty/owner's manual).

Except: If the Mechanical Failure is due to a defect or malfunction that existed prior to the Contract Effective Date; if Optional Coverage Items is not selected on Your Registration Page; any commercial, business or industrial use.

ADDITIONAL (2nd) AIR CONDITIONING/COOLING SYSTEM – OPTIONAL COVERAGE

This provides coverage for one (1) additional Air Conditioning/Cooling System. Please reference section *Air Conditioning/Cooling System* for covered components and excluded items.

ADDITIONAL (2nd) HEATING SYSTEM – OPTIONAL COVERAGE

This provides coverage for one (1) additional Heating System. Please reference section *Heating System* for covered components and excluded items.

ADDITIONAL (2nd) RANGE/OVEN/COOKTOP – OPTIONAL COVERAGE

This provides coverage for one (1) additional Cooking Range/Oven/Cooktop. Please reference section *Appliances Cooking Range/Oven/Cooktop* for covered components and excluded items.

ADDITIONAL (2nd) REFRIGERATOR – OPTIONAL COVERAGE

This provides coverage for one (1) additional refrigerator. Please reference section *Kitchen Refrigerator* for covered components and excluded items.

ADDITIONAL (2nd) WATER HEATER – OPTIONAL COVERAGE

This provides coverage for one (1) additional water heater. Please reference section *Water Heater* for covered components and excluded items.

FREE STANDING FREEZER (First and/or Second)– OPTIONAL COVERAGE

Covered: All mechanical components and parts.

Except: Ice makers/crushers and their water lines; Beverage dispensers and associated equipment; Internal shell; Racks; Shelves; Knobs, caps, and dials; Doors; Door seals, gaskets, hinges, and handles; Condensation pans; Clogged drains and lines; Grates; Refrigerant; Sealed systems.

FREESTANDING ICEMAKER – OPTIONAL COVERAGE

Covered: Covered mechanical parts and components include only the following: belts; compressor; condensers; control timers; defrost heaters; heating grids; latch assemblies; electronic components; evaporators; fan motors; hinges; hoses; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; thermostats; touch pads; and water valves.

Except: Ice and beverage dispensers; buckets; commercial units; drawers; door seals; drip pans; filters and screens; food spoilage; ice maker; interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; removable buckets; secondary units; shelves; springs; stopped up drain lines; structural components; cosmetic problems, such as chipping, dents, or scratches; trays; venting; and water flow restrictions due to mineral deposits, such as but not limited to, lime. Items not specifically listed as covered.

HEATED/NON-HEATED SWIMMING POOL/SPA EQUIPMENT – OPTIONAL COVERAGE

Covered: Above ground components and parts of the following: Heating units, salt water cell, circuit board, pumps, timers, filters, pump motors, valves, pool sweep motor and pumps, above ground plumbing and electrical

Except: *Portable spas*, Automatic feeders and chemicals; chlorinators; “creepy crawlers” and similar cleaning units; damage due to improper chemical balance; electrical lines; underground or inaccessible parts; structural defects; filter elements or media (i.e., cartridges, grids and sand); lighting;

pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; remote control systems; fountain and waterfall pumps; damage caused by freezing; solar heaters and related components; Refrigerant reclamation; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing. Items not specifically listed as covered.

TERMS OF COVERAGE

1. In the event the Covered Item suffers a Mechanical Failure, discontinue use of the Covered Item to prevent further damage. You must contact Our Customer Service Representatives at **1-844-548-2817. Customer Service Representatives are available Monday through Friday 7 AM until 7 PM CST and Saturday 8 AM until 2 PM CST.** In the event You call outside customer service hours You will be prompted to leave certain information pertinent to Your Mechanical Failure or You may email Mechanical Failure information with Your Contract information including a best contact phone number to EFGHOME@EFGUSA.com. You must notify Us immediately upon the discovery of a Mechanical Failure and while this Contract is in effect. We will initiate the service process for such services within (48) hours. ALL REPAIR AND/OR REPLACEMENT WORK COVERED BY THIS CONTRACT MUST BE PERFORMED BY AN AUTHORIZED SERVICE PROFESSIONAL AND APPROVED BY US IN ADVANCE. If You contract directly with others without Our approval or perform the work Yourself, We will not be responsible for the cost of repairs and/or replacement.

2. EFGHS has the sole authority to select authorized service professionals. We will provide You with a referral to an authorized service professional based on the Covered Item failure information provided by You. During normal business hours We will initiate Our referral process immediately for a service professional, however it may take longer to attain a service professional after the service request is initiated. We may authorize or request You to contact a licensed, bonded and insured service professional to perform a covered service. If We request You to contact a service professional We will provide reimbursement for what we would expect to pay for the same parts & labor, which may be less than actual retail cost for like services; not to exceed stated coverages as indicated within the Limits of Liability. In the event that you receive authorization to use a provider of your choosing for any particular claim, we will require the following: (i) the diagnosis to be properly communicated to us prior to work being performed; (ii) a detailed estimate/quote (inclusive of all parts equipment and labor cost) to be submitted to EFGHS by either you or the licensed & bonded contractor of your choosing for review and determination of coverage as defined under this contract. We are not responsible for any expenses you incur without our PRIOR express consent/authorization. We will not reimburse you for any costs associated with unauthorized repairs, replacements or work performed by out-of-network service providers that are not covered by the terms of this Agreement. EFGHS does not provide overtime service on covered repairs. Repairs are scheduled during normal business hours. In the event You choose to pay overtime charges, EFGHS will pay the repair costs applicable to normal business hours, but the overtime labor charges are Your responsibility.

3. **In the event of an Emergency Repair outside normal business hours** that involves loss of heating, cooling, plumbing, a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable, it will be considered a temporary emergency condition. Refer to the Contract terms herein to determine if the Covered Item's Mechanical Failure is covered and there are no applicable exclusions. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Contract or email Us with Your contact and Contract information at EFGHOME@EFGUSA.com. Appliance failure is not considered an emergency. If EFGHS determines that the Mechanical Failure is covered We will give the proper authorization to the licensed,

bonded and insured service professional You selected to repair or replace covered failures and repairs; not to exceed stated limits of liability. If available, repairs should be scheduled during normal business hours. You must contact our Customer Service Representative the next normal business day. Normal business hours are **Monday through Friday 7 AM until 7 PM CST and Saturday 8 AM until 2 PM CST.**

4. This Contract includes a Service Call Fee, listed on Your Registration Page that You must pay for each Claim reported by You. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. A repair is defined as the necessary work to correct a single covered Mechanical Failure for the Covered Items covered by this Contract. The Service Call Fee is due at the time of failure being reported to us. You will be responsible for payment of the service fee prior to the referral being sent to a contract provider. The service fee is non-refundable if You fail to be present at time of service or diagnosis or in the event You cancel a service call with less than 24 hours of prior notice. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Contract are Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Contract, You are responsible for the payment to the service professional for any repair or replacement charges, which would also include any amount in excess of the Service Call Fee. Failure to pay the Service Call Fee will result in suspension of Contract coverage until the fee is paid, at which time coverage will then be reinstated with no extension of coverage periods.

5. You agree to make the Covered Home available during normal business hours for the authorized service professional evaluating the needed repairs to the Covered Item. You agree to pay Our authorized service professional any additional charges assessed by the authorized service professional resulting from Your failure to provide access and/or for missed appointments. The service fee is non-refundable if You fail to be present at time of service or diagnosis or in the event You cancel a service call with less than 24 hours of prior notice.

6. EFGHS may elect to replace a Covered Item rather than repair it. The decision to replace rather than repair an item is solely the option of EFGHS. Should We choose to replace a Covered Item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the Covered Item, when available with domestically assembled units. With respect to appliances, We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in dye, lot, type or brand. In the event We replace a stainless-steel appliance, We will match the Covered Item with a comparable stainless steel appliance, if available. You, at time of authorized repair may choose to upgrade a component, system or appliance at Your own expense. EFGHS will provide authorized amounts per the terms and conditions of this Contract to the service professional applicable only to repairs completed by an authorized service professional. Additional costs You incur above the authorized amount are Your responsibility. **When replacing systems or appliances, We will not be responsible for the installation of the replacement item, the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason.** If one of the covered components or systems cannot be repaired by new, rebuilt, remanufactured, off-brand or reconditioned parts and requires replacement, EFGHS will have no further responsibility under this Contract for the replaced Covered Item. If replacement of the Covered Item is accepted, the coverage for the Covered Item will be fulfilled for the Contract Term as indicated on Your Registration Page.

7. We reserve the right to obtain, at Our expense, a second opinion by an authorized service professional to assist in determining eligibility for coverage.

8. EFGHS may request proof of maintenance on Covered Items that have manufacturer maintenance recommendations by a service professional.

LIMITS OF LIABILITY AND EXCLUSIONS

1. Within the first 60 days of the Contract Effective Date if you opted for the Annual Contract Term, or within the initial two consecutive Contract Terms of the Contract Effective Date if you opted for the Month to Month Continuous Until Cancelled Contract Term, no single Claim shall exceed \$500. After this initial time period, the following Limits of Liability apply and reset after 365 days of continuous coverage from Contract Purchase Date. We will pay up to \$25 per pound for all refrigerants not to exceed \$250 per claim. The following limits apply only if you have selected coverage for Exterior Water/Sewer Line and paid the surcharge: Septic and Holding tank pumping limited to one pumping per 12 consecutive months of coverage, not to exceed \$250 and excavation costs not to exceed \$1500 in the aggregate during the duration the contract is active.

	ESSENTIAL	STANDARD	PREMIUM
	Aggregate Limits of Liability		
Refrigerator	N/A	\$1,500	\$3,000
Built-in Dishwasher	N/A	\$1,000	\$3,000
Cooktop/Range/Oven	N/A	\$1,500	\$3,000
Built-In Microwave	N/A	\$1,000	\$2,000
Clothes Washer	N/A	\$1,000	\$2,000
Clothes Dryer	N/A	\$1,000	\$2,000
Ceiling Fan	N/A	\$500	\$500
Garbage Disposal	N/A	\$500	\$500
Electrical System	\$1,000	\$1,500	\$1,750
Plumbing System	\$1,000	\$1,500	\$1,750
Cooling System	\$1,500	\$2,000	\$2,500
Heating System	\$1,500	\$2,000	\$2,500
Water Heater	\$1,000	\$1,500	\$2,000
Pool/Spa	\$1500	\$1,500	\$3,000
Garage Door Opener	\$500	\$500	\$500
Electronics/Smart Home	\$1000	\$1,000	\$2,000
Second HVAC unit	\$1,500	\$1,500	\$1,500
Second Refrigerator	\$2,000	\$2,000	\$2,000
Second Range/Oven/Cooktop	\$1,000	\$1,000	\$1,000
Second Water Heater	\$1,000	\$1,000	\$1,000
Freestanding Freezer	\$1,000	\$1,000	\$1,000
Second Freezer	\$1,000	\$1,000	\$1,000
Freestanding Ice Maker	\$1,000	\$1,000	\$1,000
Roof Leak	N/A	\$250 per claim	\$250 per claim
Water/Sewer Line	N/A	\$2500	\$2500

2. This Contract offers limited coverage on system replacements that have missing or illegible model and/or serial numbers. In such situations, We will issue a cash payment to be determined by EFGHS for the required repairs and We will not be responsible in excess of \$750 for claims filed on Covered Items with missing or illegible model and or/serial numbers. You must submit a detailed invoice indicating repairs have been completed prior to reimbursement for the cash payment.

3. This Contract does not cover failures which may result from other causes, such as and without

limitation: neglect, abuse or misuse; improper installation; improper or insufficient maintenance; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; explosions; fire; casualty; acts of nature; structural and/or property damage; flood; condensation; soil movement; smoke; earthquake; freeze damage; accidents; war; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; intentional destruction of property; or damage created by an adjoining dwelling.

4. Line exclusions including non-conforming drain lines, meaning the drain lines not directly connected to the public sewer system or Your septic tank. Septic tanks, Septic pumps or any other type of collection tank; leaching fields.

5. Restoration is limited to backfill only.

6. Roof leaks apply to single family homes only, if roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. Items, appliances and systems are not covered if they are: under factory recall due to manufacturer defect or class action lawsuit; repairs due to defects as determined by the Consumer Product Safety Commission; mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design or application; improperly installed; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure) or below the slab or basement floor of the home (with the exception of central air conditioning units, main electrical panels mounted on outside walls; and if Contract coverage has been purchased for pool and spa).

8. This Contract does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations. If a system, appliance, or component is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, appliance, or component is not covered by this Contract.

9. This Contract does not cover: any fees associated with the removal and disposal of old systems, appliances and components on covered Claims. Losses or other costs, including, but not limited to, disposal fees arising from hazardous or toxic material, asbestos, refrigerant reclamation are not covered. Costs associated with upgrades or modifications to comply with Federal, state, and local law, code, regulation, or ordinance and any building or zoning permits that are deemed necessary are not covered.-

10. This Contract will not be liable for conditions of: rust, rot, fungus, mold, mildew, bio-organic growth even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.

11. This Contract does not cover repair or replacement of systems, appliances or components classified by the manufacturer as commercial-grade or commercial-grade equipment modified for home use.

12. This Contract does not cover (a) fees associated with use of cranes or other lifting equipment required to service roof-top heating or air conditioning units; or (b) excavation or other charges associated with gaining access to complete the required repairs (does not apply if optional coverage for exterior water/sewer line has been selected and paid for); or (c) electronic computerized energy management systems or devices, or lighting and/or appliance management systems.

13. The following additional exclusions apply: asbestos insulated ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground

ductwork.

14. We are not responsible for the charges incurred to gain access or restoration of access to a system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, or personal property. In the event it is necessary to open walls, floors, countertops or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, We are not responsible for the restoration of such openings, items, or property and You will need to authorize access for diagnosis. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available. We are not responsible for additional fees a service professional may charge related to additional manpower or additional equipment required to repair or replace a system, appliance, or component on a roof, in an attic, or not readily accessible.

15. We are not responsible for delays or failures caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond Our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or authorized service professionals to the covered property due to lack of or inhibited serviceability, such as but not limited to required use of ferries or barges and/or remote locations.

16. We are not responsible for damage that may result from a service professional's service or delay in service. We are not responsible for incidental and/or consequential loss or damages resulting from the Mechanical Failure of any item including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, and/or property damage, or personal injury.

17. Our coverage is secondary to such insurance, warranties, or guarantees. If any item, appliance or system otherwise covered by this Contract is covered by warranties, insurance, or guarantees, including but not limited to a manufacturer's, contractor's, builder's, distributor's, or in-home warranty, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a Claim covered by this Contract is also covered by an insurance policy, warranty, service contract, or manufacturer's recall, We shall pay up to the Contract limits only for the amount of the cost to repair or replace such covered system, appliance, or component in excess of the amount due from that other insurance, warranty, service contract, or manufacturer's recall up to the Contract limits for each 365 days of continuous coverage.

18. Relating to components or systems covered by this Contract if You authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component outside the manufacturer's intended design, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such item(s).

19. In the event work performed under this Contract should fail during the recall period (sixty (60) days on parts and sixty (60) days on labor), We will arrange for the necessary repairs up to the limit of liability as stated in this Contract, without requiring You to pay an additional Service Call Fee.

20. All heating systems and components are excluded from coverage in the state of Hawaii.

HOW THIS CONTRACT MAY BE CANCELLED

Cancellation by You. The Contract may be cancelled by You any time upon receipt of written notice to Us. If You cancel within the first thirty (30) days from the Contract Purchase Date, then You will receive a one hundred percent (100%) refund of the Contract Purchase Price paid by You. If You cancel after the first thirty (30) days from the Contract Purchase Date, We shall refund to You the Contract Purchase Price pro-rata based on unexpired time of the Contract Term, less claims paid and less a fifty-dollar cancellation fee. Refund requests must be submitted in a written format with Your signature or

emailed by You to EFGHS and must include the Contract number. Please visit www.efgcompanies.com/forms to find a sample cancellation request form.

Cancellation by EFGHS. This Contract is cancellable by EFGHS with a 30 day notice provided to you at your last known address. The notice will include the reason for cancellation and the effective date of cancellation. We will not provide notice due to

1) Nonpayment of the provider's fee for the service provided under the service contract;

(2) A material misrepresentation by the contract holder to the provider; or

(3) A substantial breach of duties of the contract holder under the service contract, relating to a covered product or its use. Any refund owed will be made in accordance with the above.

OTHER IMPORTANT CONTRACT PROVISIONS

1. We may declare coverage under this Contract void in the event You or Your representatives engaged in fraudulent conduct, or intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Contract or to the Covered Items and/or their Mechanical Failure covered by this Contract, or made false statements relating to this Contract.)

2. This Contract covers a single-family residence, including a condominium, townhouse, duplex, triplex and quadplex (all units must be contained under the same roof structure and must be covered by individual contracts based on address). Manufactured homes are eligible if the manufactured home has connected utilities for electrical, water and sewage and if manufactured home is also permanently connected to a concrete foundation. Dwelling must be used solely for residential purposes. **Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (3 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered.** Homes listed in any historical register are not covered. Whether or not this Contract covers a condominium unit, any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). **No common area items or items shared by non-warranted units will be covered by this Contract.** Single-family residences over 3,000 square feet require an additional square footage option cost.

3. If coverage is provided on tenant occupied units, You are responsible to report the Mechanical Failure and pay the Service Call Fee charge.

4. If a Covered Item is not repairable due to the covered Mechanical Failure of an obsolete or unavailable component part, We are not responsible for replacement of the entire item. We will be responsible only to make a reasonable payment based upon the value of installing a comparable component part that is available, subject to any per occurrence or aggregate maximums.

5. **Electronic Contract Payment Policy:** Purchasing this Contract has authorized a charge to a credit card or to deduct monies via electronic debit from an account designated by You. It is the Customer's responsibility to provide the Seller with accurate designated account and contact information. Should Customer information change at any time, it is the Customer's responsibility to notify the Seller or EFGHS. If payment does not process electronically, Your coverage and accrued limit of liability will be terminated unless Contract payment and any applicable administration fees are paid.

6. **Waiver.** Should We waive any of Our contractual rights; such waiver will not constitute a future waiver of said rights. After You receive any benefits under this Contract, We are entitled to all of Your

rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the cost covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help us in any other matter concerning this Contract.

7. **Contract Term Expiration.** Contract expiration is determined by the Contract Effective Date and Contract Term as indicated on Your Registration Page. If the Registration Page reflects Month to Month Continuous Until Cancelled Contract Term, then this Contract shall continue from month-to-month until terminated by You or by Us. If the Registration Page reflects Annual Contract Term, then this Contract will expire one year from the Contract Effective Date and will automatically renew for an additional Annual Contract Term unless otherwise cancelled by You or Us. If full payment is not received by Us or Our representative by the billing due date Your Contract will expire. Notice of any failure or malfunction must be given to EFGHS prior to Contract expiration.

8. **Entire Contract.** This Contract with attached Registration Page represents the complete Contract between EFGHS and Contract Holder. This Contract supersedes all prior proposals, or understandings implied, orally stated, written or otherwise.

9. **EFGHS reserves the right to update or modify the Terms and Conditions of this Contract upon thirty (30) days written notice.**

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at 1-800-527-1984.

ARBITRATION

Please review the STATE REQUIREMENTS & DISCLOSURES for Your state, as an arbitration addendum may be provided that alters this section.

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY, BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this Contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the “claimant”) must notify the other party (the “respondent”), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the Consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the Consumer’s Contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator’s power to award the arbitration fees and costs to either party as part of the award.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE

COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.

SAMPLE

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of this plan are as follows:

ALABAMA

EFGHS reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.

Cancellation

After the initial period, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled" less a twenty-five-dollar (\$25) cancellation fee. 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 the service contract to the provider.

ARKANSAS

Cancellation

If the Residential Service Contract is cancelled by You within ten (10) days of Your purchase of this Contract and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. If after 30 days of the purchase date of this Contract, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled". 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 the service contract to the provider.

ARIZONA

Cancellation: You may return this Residential Service Contract within thirty (30) days of the purchase date and if payment has been received by Us. If You have not made a claim, the Residential Service Contract is void and the full purchase price will be refunded to You. If You make a written demand for cancellation more than thirty (30) days from Contract purchase date and after payment has been received by Us, We will refund the unearned portion of the purchase price less claims paid and less a cancellation fee of \$50 or ten percent (10%) of the purchase price of the Contract, whichever is less.

Exclusions: The contract may not exclude pre-existing conditions if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf.

COLORADO

We will initiate service within 72 hours of Your request for such services.

Actions under this Contract may be covered by the provisions of the "Colorado Consumer Protection Act" of the "Unfair Practices Act," articles 1 and 2 of title 6, CRS, and You may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT

In home service is provided per the parameters of this Service Contract. You have the right to cancel if your product is returned, sold, lost, stolen or destroyed. If the Service Contract is less than one-year term, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies §42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Service Contract. If EFGHS and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

DISTRICT OF COLUMBIA

After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled" less claims paid and less a cancellation fee of \$50 or ten percent (10%) of the purchase price you paid for this Contract, whichever is less. 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 the service contract to the provider.

FLORIDA

This Contract may not provide listing period coverage free of charge. Certain items and events are not covered by this Contract. Please refer to the exclusions listed on page ____ of this document. We will only exclude coverage under this Contract for the presence of rust or corrosion if the rust or corrosion was a contributing cause of the mechanical breakdown or failure of a covered appliance, unit, or system. If you cancel this Contract within 30 days of purchase, you will receive a full refund less the cost of claims paid. If you cancel this Contract after 30 days of purchase, you will receive a pro rata refund less claims paid and less a cancellation fee of \$50 or ten percent (10%) of the unearned pro rata premium, whichever is less. The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

The first paragraph under Other Important Contract Provisions is amended to read We may declare coverage under this Service Contract void in the event You or Your representatives engaged in fraudulent conduct, intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Service Contract or to the items and/or their Mechanical Failure covered by this Service Contract, or made false statements relating to this Service Contract. A 30-day written notice of cancellation will be mailed out for fraud, material misrepresentation or nonpayment. On page 4 under Covered items is amended to read "defects or malfunctions that existed prior to the Residential Service Contract purchase date and were known by you." Cancellations within the first 30 days after the contract purchase date, a full refund of the contract purchase price will be issued. Cancellations after the first 30 days after the contract purchase date, the unearned pro-rata contract purchase price will be refunded less a fee not to exceed 10% of the pro-rata refund amount or \$25, whichever is less. For Cancellations by YOU, within the first 30 days, in which You have not filed a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after We receive the cancellation request. For cancellations by EFGHS, refunds will be issued on a pro-rata bases of the selling price of the Contract. Claims paid or incurred cannot be deducted from refunds. The Arbitration provisions of this Contract is nonbinding to Georgia. The Arbitration and Mediation provisions of this contract shall be Governed by the laws of the State of Georgia.

HAWAII

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 the service contract to the provider.

ILLINOIS

Cancellation: If You elect to cancel this Contract, EFGHS may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50). In the event the covered service is not provided by the Service Contract Provider within 60 days of proof of loss by You, You may file directly with the Service Contract reimbursement insurance company.

IOWA

This Contract is subject to regulation by the Iowa Insurance Division at 1-515-654-6600. Written inquiries or complaints should be mailed to the following address: 1963 Bell Ave., Ste 100, Des Moines, IA 50315-1000. If You make a direct claim against the insurance company, include a copy of Your Service Contract and Your paid repair order (if applicable). You may also make a direct claim against the insurance company for any refund due under this Contract that is unpaid by Us. After the initial period,

or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled" less claims paid and less a cancellation fee of \$50 or ten percent (10%) of the purchase price you paid for this Contract, whichever is less. 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 the service contract to the provider.

LOUISIANA

Cancellation:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Contract to the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the Provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. However, a cancellation notice will still be mailed to the Service Contract Holder.

MARYLAND

A ten percent (10%) penalty of the value of the consideration paid for the Contract per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. This Contract is extended automatically when We fail to perform the services under this Contract. This Contract does not terminate until the services are provided in accordance with the terms of the Contract.

MASSACHUSETTS

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 the service contract to the provider.

MICHIGAN

If performance under this Residential Service Contract is interrupted because of strike or work stoppage at Our place of business, the effective period of coverage shall be extended for the period of the strike or stoppage.

MINNESOTA

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 the service contract to the provider. We will provide notice of cancellation to you at least five days prior to cancellation if We cancel for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use.

MISSOURI

A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty days for return of the Contract to the Service Contract Provider. In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The Provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen days of the date of termination.

NEVADA

Other Contract Conditions: We may change the monthly charge for this Contract, the administration of this Contract, or these terms and conditions from time to time at the end of your coverage term at time of plan renewal or monthly continuation, with at least fifteen (15) days written notice to You. Your continued use of the Contract and payment of the charges, after such notice, constitutes your acceptance of the changes. Any changes to these terms and conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective.

Cancellation: If You elect to cancel this Contract, EFGHS may retain a cancellation fee not to exceed the Lesser of 10% of the Service Contract price or twenty-five dollars (\$25).

Cancellations will be administered in accordance with NAC 690C.120.

This contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. We may not cancel this Service Contract after it has been in effect for seventy (70) days except for any of the following: (a) You fail to pay an amount when due; (b) You have been convicted of a crime which results in an increase in the service required under the Service Contract; (c) There is discovery of fraud or material misrepresentation by You in obtaining the Service Contract, or in presenting a claim for service thereunder; (d) Discovery of an act of omission by You or a violation of any condition of the Service Contract by You; (e) There is a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. If EFGHS cancels this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at the Your last known address. No cancellation fee will be charged to You if this Contract is cancelled by Us and We will refund an amount equal to the unearned pro-rata purchase price paid for this Service Contract. The cost of claims paid or services provided will not be deducted from Your refund. If You have financed this Service Contract and there is a balance owed the refund sent to your lender will not exceed Your outstanding balance owed. We will refund the purchase price of the Contract within forty-five (45) days after the Contract has been returned to Us by You. A ten percent (10%) penalty will be added to Your refund for each thirty (30) day period that the refund remains unpaid. If You have financed this Service Contract and there is a balance owed the refund sent to Your lender will not exceed Your outstanding balance owed. This Residential Service Contract includes a Service Call Fee, listed on Your Service Contract Registration Page that You must pay on a service call for a failure as reported by You. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Service Call Fee is due at the time of the service call. You will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/or items installed, up to the amount of the Service Call Fee at the time of the visit(s), in a manner acceptable to the authorized contractor. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Residential Service Contract are also Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Residential Service Contract, You are responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Service Call Fee.

Free-Look Period Cancellation: You will receive a full refund of the Contract Term/Renewal Payment if no claims have been made and You notify us in writing either within 20 days after the date. We will mail you the contract or within 10 days if We provide you a copy of the contract at point-of-sale.

Emergency Service:

If a covered repair involves the loss of heating or cooling, loss of plumbing (optional coverage required), substantial loss of electrical service or any other condition which renders a dwelling uninhabitable, for which you have coverage, it will be considered a temporary emergency condition. In event of temporary emergency conditions, You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through our 24 hour emergency toll free number 1-844-548-2817. If the determination has been made by EFGHS that the failure is covered We will give the proper authorization to a bonded, insured and licensed service professional for repair or replace covered failures. Emergency service work will begin no later than 24 hours after the report of the covered failure. If the emergency service involving the goods covered in this Contract renders a dwelling unfit for a person to live in because of defects that endanger the health and safety of the occupants, We will provide a status report to the holder no later than three (3) calendar days after the report of the claim, if We cannot complete the repairs within three (3) calendar days. An Appliance failure is not considered an emergency failure. If emergency repairs which render 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 and We cannot complete the repairs within 3 calendar days after the report of the claim, then we will provide a status report to You and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than 3 calendar days after the report of the claim. Under NAC 690C.110: If You are not satisfied with the manner in which We are handling Your claim on the contract, You may contact the Commissioner by use of the toll-free number of the Division, [(888)-872-3234].

Under the section titled Other Important Contract Provisions, number 9 does not apply. Item 4 under Limits of Liability is amended to exclude breakdowns if the modification from the original manufacturer design or application contributed to the breakdown.

NEW HAMPSHIRE

If You cancel this Contract after thirty (30) days, the cancellation fee is the lesser of ten percent (10%) of the Purchase Price or \$50. Claims paid will not be deducted from any refund owed. 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 via telephone: (800) 735-2964.

NEW JERSEY

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 the service contract to the provider.

NEW MEXICO

We may not cancel this Contract once it has been in effect for seventy (70) days, except for: 1) failure to pay the Contract purchase price; 2) the conviction of You of a crime which results in an increase in the service required under the Contract; 3) fraud or material misrepresentation by You in purchasing the Contract or obtaining service or; 4) the discovery of an act or omission, or a violation of any condition of the Contract by You which substantially and materially increases the service required under the Contract. If We cancel this Service Contract We will mail You notice of cancellation at least fifteen (15) days prior to Our cancellation and You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled" less claims paid and less a cancellation fee of \$50 or ten percent (10%) of the purchase price You paid for this Contract, whichever is less. A penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof shall be added to a refund that is not paid or credited within sixty (60) days after return of the service contract to the provider. If You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

NEW YORK

After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the price paid for the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty days of return of the Contract to the provider.

The Administrator is not required to mail You written notice if the reason for cancellation is non-payment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

NORTH CAROLINA

If You elect to cancel this Residential Service Contract any time after purchase and receive a pro-rata refund on the Residential Service Contract, a reasonable administrative fee not to exceed the lesser of ten percent (10%) of the Service Contract Price or twenty-five (\$25) will be assessed. We may only cancel this Contract for nonpayment or a direct violation of this Contract by You.

OKLAHOMA

You are entitled to a full refund in the event you cancel the Contract within the first thirty (30) days or a claim has been made within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is cancelled by You, or a claim has been made in the first thirty (30) days You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. In the event the Administrator cancels this Contract, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price. No claim incurred or paid shall be deducted from the amount of the refund.

Coverage afforded under this Residential Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

OREGON

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract Holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Contract Holder's county of residence or any other county in the State of Oregon agreed to by both parties.

Emergency Service:

If a malfunction or failure of a covered system or appliance occurs leaving the covered property uninhabitable due to the loss of heating, cooling, plumbing (optional coverage required) or substantial electrical issues and the malfunctions immediately endanger the safety of the occupants of the covered property, covered repairs will begin within 24 hours after the covered problem is reported. You must call 1-844-548-2817 to report the claim. Outside of normal business hours call 1-844-548-2817 You will be asked to leave certain information pertaining to Your Residential Service Contract.

SOUTH CAROLINA

In the event of a dispute against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Ste.1000, Columbia, South Carolina 29201, or by phone at (803)737-6160.

The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Contract to the Service Contract Provider.

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.

If You cancel this Contract before the 31st day after purchase, We will refund You the full purchase price of the Contract less claims paid. If You cancel this Contract after 31 days, We will provide a pro rata refund less claims paid and less a cancellation fee of \$50. We will pay a penalty of ten percent (10%) of the amount outstanding per month for any refund that is not paid or credited within forty-five (45) days.

If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if a refund or credit is not paid before the 46th day after the date on which the Contract is cancelled, or if We become insolvent or otherwise financially impaired, then You may make a direct claim against the insurance company.

We agree that, under normal circumstances, We will initiate the performance of services not later than 48 hours after You request service.

Unresolved complaints concerning providers and administrators or questions concerning the

regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735- 2989.

UTAH CANCELLATION: This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract Effective Date or, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Coverage afforded under this Home Warranty Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service Contract Contractual Liability Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed; the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract 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 Us may be subject to Arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized Arbitrator), a copy of which is available on request from Us. Any decision reached by Arbitration shall be binding upon both You and Us.

The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Emergency Repairs: For repairs needed outside of normal business hours, please call the Administrator at 1-844-548-2817, available 24/7 for detailed instructions on what to do for a repair outside of normal business hours which may include referring to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

Limits of Liability: Within the first 60 days of the Contract Effective Date if you opted for the Annual Contract Term, or within the initial two consecutive Contract Terms of the Contract Effective Date if you opted for the Month to Month Continuous Until Cancelled Contract Term, no single Claim shall exceed \$500. After this initial time period, the following Limits of Liability apply and reset after 365 days of continuous coverage from Contract Purchase Date. We will pay up to \$25 per pound for all refrigerants not to exceed \$250 per claim. Also, please refer to the Limit of Liability section for detailed information regarding the limits on each covered item.

WISCONSIN

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed in the Registration Page by both the Customer and an Authorized Representative of the Issuing Seller. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and received a pro rata of any unearned provider fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible. Failure to furnish proof of loss within such time does not invalidate or reduce Your claim if You can demonstrate that it was not reasonably possible to file the documents within such time period. We have the right to subrogation collection, but only after You have been made whole

and You are fully compensated for damages.

The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Wisconsin residents.

We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by You to the provider or administrator, or substantial breach of duties by. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract for a reason other than non-payment of the provider fee, We will refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If this contract is cancelled by, WE, US, OUR, YOU or YOUR, a reasonable administrative fee not to exceed ten percent (10%) of the provider fee will apply. 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 the Service Contract to the Provider.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's Insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, [P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103].

Cancellation By You: If You cancel this contract within 20 days of the date the service contract was mailed to You or within 10 days of delivery if the service contract is delivered to You at the time of sale and if no claims have been made, You will receive a full refund based on the price paid of the service contract.

WYOMING

Cancellation

Prior notice is not required if the reason for cancellation is for nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by the service contract holder relating to the covered product or its use.

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 the service contract to EFGHS.