

## LINEPROTECT HOME SERVICE PLAN

*This Home Service Plan, hereinafter referred to as the "Plan", is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Plan is hereinafter referred to as "you" and/or "your". This is a Home Service Plan, not an insurance policy.*

This Plan is intended to provide protection against the cost of repairing certain types of failures of specific Covered Items in and/or around the Covered Property as listed on the Plan Coverage Summary. **Please read the Plan carefully. Coverage includes only certain failures of the specific Covered Items listed as covered on your Plan Coverage Summary and excludes all other failures and/or items. The Plan Coverage Summary is attached to and made a part of this Plan.** Coverage is subject to the limitations and conditions specified in this Plan.

**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 DISPUTE RESOLUTION section for more information about arbitration.**

### I. BASIS FOR COVERAGE

This Plan covers only failures relating to the parts and components of those domestic-grade Covered Items that were in proper operating condition on the Plan effective date. "Failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Failure is not covered if it is due to: conditions that existed prior to Plan effective date; lack of routine care and maintenance; and/or misuse unless noted otherwise. "Domestic-grade" items are those that were manufactured and marketed solely for installation and use for a residential single-family dwelling. The Covered Item will be deemed to have been in "proper operating condition" on the Plan effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Plan effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor's diagnosis.

### II. DEFINITION OF ITEMS

This Plan provides coverage only for those Covered Items specifically listed as being covered on your Plan Coverage Summary. Please refer to your Plan Coverage Summary.

**This Plan defines precisely which service lines, items and/or which of their respective parts and components, are covered ("Covered Items"). Only those Covered Items specifically so described are covered, subject to the limitations and conditions herein.** The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration purposes only. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered.

#### 1. Surge Protect<sup>SM</sup>

**Description of Covered Items:** SurgeProtect<sup>SM</sup> provides for the repair or replacement of residential electronics, electrical systems, appliances and other electrical devices within your residence that fail due to the normal wear and tear of Electrical Surges. An "Electrical Surge" means a burst of excessive electricity on a circuit which can lead to the failure of and/or acceleration of the wear and tear on electrical products, appliances, devices or systems. The Electrical Surge can be caused by natural or man-made events including lightning strikes, power returning after an outage, wildlife interfering with power lines, and appliances cycling on and off.

**Limitations of Coverage:** Repair or replacement is covered up to the limit shown on your Declarations page. The available limits are **\$500 annual cap or \$1,000 annual cap. Repair or replacement cost must be more than \$100.**

**Examples of Items/Conditions Not Covered:** Exclusions include but are not limited to damage from accident, abuse, misuse, introduction of foreign objects into the electrical products, unauthorized modifications or alterations, failure to follow the manufacturer's instructions or recommended maintenance, faulty wiring, improper or incomplete installation.

**How to Obtain Service for Surge Failures:** Your enrollment in the Plan under this Agreement covers the service address provided by you. You may call us twenty-four (24) hours a day, seven (7) days a week, at 1-866-243-8617 to report an Electrical Surge incident. Please have your Contract number handy and be prepared to describe the nature of the problem.

The following describes the claims process that must be followed in order to seek reimbursement for repairs or replacement costs:

- a. You must notify us within thirty (30) days of an Electrical Surge incident to request a claim form be sent to you. The claim form must be completed in full and returned with a copy of a qualified service provider's invoice within thirty (30) days from your receipt of claim form. A "Qualified Service Provider" is defined as a licensed trade specialist involved in

assessing or repairing damage to the covered items located within the covered residence. We reserve the right in all cases to decide if a particular service provider is qualified. The invoice must be on business letterhead including name, address and telephone number of the Qualified Service Provider and must include a complete description of damages and associated repair charges.

- b. If a covered item cannot be repaired, we will reimburse you for the replacement value of the electrical products subject to applicable incident limits, your annual caps and other restrictions, as applicable, and as indicated herein. Replacement value shall be the typical purchase price of the most similar and like quality product available on the market at the time of the Electrical Surge incident.
- c. All diagnostic fees to determine that damage is due to Electrical Surge are payable by you directly to the Qualified Service Provider and will be reimbursed by us as long as those diagnostic fees are usual and customary for the area, as determined by us. We will not repair or reimburse you for repairs or replacements without completion of the indicated claim process.

### III. SERVICE

**1. This Plan may not pay all costs for the repair. You will be responsible for and shall pay the independent contractor directly for the cost of any work performed and/or items installed, which exceed the coverage cap amount.** Payment shall be due at the time of the work is performed by the independent contractor in a manner acceptable to the independent contractor. You are responsible and must pay the independent contractor for any amounts due for services performed or items installed that are not covered under the terms, conditions and provisions of this Plan.

### IV. GENERAL EXCLUSIONS AND LIMITATIONS

1. This Plan provides coverage for the failure of only those systems, appliances or service lines and components thereof listed as covered on your Plan Coverage Summary and only to the extent described herein. This Plan does not cover any Items not specifically named as covered on your Plan Coverage Summary.
2. This Plan shall not cover any Item(s) if they are: mismatched (systems or service lines with incompatible components or with different capacity ratings); modified from the original manufacturer design or application; previously, or subsequently, determined to be defective by the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect; improperly installed.
3. This Plan does not cover any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof. This Plan does not cover any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment. This Plan does not cover any costs associated with any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.
4. This Plan does not cover the following: fees associated with the removal and/or disposal of (1) old systems, (2) service lines and/or (3) components; any fees or any costs, including but not limited to disposal fees arising from hazardous or toxic material, or asbestos.
5. This Plan does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.
6. This Plan does not cover any costs incurred to gain access to a Covered Item 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, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property.
7. This Plan does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
8. This Plan does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranties. Our coverage is secondary to such insurance, warranties, or guarantees.
9. This Plan does not cover any failure when the Covered Item has been repaired, modified, disabled or adjusted in any way which prevents us or our independent contractor(s) from inspecting, diagnosing and/or repairing the failure. If you authorize or perform any improper alterations, installations or repairs, or improperly modify any system, service line or component covered by this Plan, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).

### V. PROPERTIES ELIGIBLE FOR COVERAGE

1. This Plan covers a single-family residence used solely for residential purposes. Multi-family residential income property of more than two-units is not eligible for coverage. Mobile homes are not eligible for coverage. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school will not be covered. Notwithstanding the exclusion of "group homes", this Plan provides coverage under a special exception for special purpose

group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A). Homes listed in any historical register are not covered, which will include any homes registered on the National Register of Historic Places. No common area items shared by non-warranted units shall be covered by this Plan.

## **VI. CANCELLATION**

1. You may void this Agreement within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties, that is not paid or credited within 30 days after termination of this Agreement pursuant to this paragraph.
2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars (\$25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in you owing us payment for services provided, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee. We will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.
3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.

## **VII. DISPUTE RESOLUTION**

**1. ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

**2. CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

## **VIII. OTHER CONDITIONS**

1. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary. This Home Service Agreement expires one (1) year from Agreement effective date, unless renewed.
2. **Renewal.** This Agreement will automatically renew at the option of the Issuing Company and where permitted by state law, for successive one (1) year periods, unless cancelled by you or us in accordance with the cancellation provisions. You will be notified of any rate and/or coverage changes not less than thirty (30) days prior to the expiration of the Agreement.
3. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed \$25.

4. **Installment Billing.** In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a mechanical failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

5. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.

6. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.

7. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

9. **Issuing Company.** This Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors.

10. **Corporate/Administrative Office.** Cross Country Home Services, Inc., P.O. Box 551540, Ft. Lauderdale, FL 33355-1540, 954-835-1900