

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

We agree to pay the covered costs to repair or replace the Covered Items listed as covered on your Plan Coverage Summary if any such Covered Items become inoperable during the term of this Plan due to failures caused by routine wear and tear, subject to the terms and conditions of this Plan. Determination of coverage for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis. We reserve the right, at our option, to replace Covered Items rather than repair them. The definitions of the specific Covered Items that may be listed on your Plan Coverage Summary as covered, as well as other limitations on Coverage and other terms and conditions, are listed below.

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 or within the property lines, 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. Outside Water LineProtect (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of the outside water service line if the failure is a result of normal wear and tear. This Plan covers only the portion of the service line which extends from the curb box shut off valve to the meter or exterior load bearing wall of the covered property as listed on the Plan Coverage Summary.

Limitations of Coverage: For covered repairs, we will pay a maximum of **\$2,000 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your outside water service line in order to restore its operational use in the most cost-effective manner as determined solely by us. The Plan will pay up to **\$500 in aggregate per Plan term** to cut, excavate or repair sidewalks located in a public easement or public roads that were damaged solely due to outside water service line covered repair or replacement work performed by our independent contractor(s). **These expenses will apply toward the \$2,000 Plan maximum. Should sidewalk or public road repair expenses exceed \$500, it is your responsibility to pay any additional costs.** You will be notified of the expected additional expenses before work is completed. After the outside water service line is repaired or replaced, the Plan will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover the following: any outside water lines in excess of 500 feet in length; any costs in excess of **\$2,000 in aggregate per Plan term**; any outside water service line not connected to a public water system, including but not limited to water lines connected to a well system; lead piping; utility meters; stoppages or blockages; sprinkler and/or any irrigation lines or systems; any interior water or sewer lines.

2. Outside Sewer LineProtect (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of the sewer service line if the failure is a result of normal wear and tear.

Limitations of Coverage: For covered repairs, we will pay a maximum of **\$3,000 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your outside sewer service line in order to restore its operational use in the most cost-effective manner as determined solely by us. The Plan will pay up to an **additional \$1,500 in aggregate per Plan term** to cut, excavate or repair sidewalks located in a public easement or public roads that were damaged solely due to outside sewer service line covered repair or replacement work performed by our independent contractor(s). Only expenses related to repair or replacement of sidewalks are covered under this additional limit. **This additional limit, when applicable, does not add any additional coverage to the sewer service line \$3,000 Plan maximum. Should sidewalk or public road repair expenses exceed \$1,500, it is your responsibility to pay any additional costs.** You will be notified of the expected additional expenses before work is completed. After the outside sewer service line is repaired or replaced, the Plan will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover: any outside sewer lines in excess of 500 feet in length; any costs in excess of \$3,000; any outside sewer service line not connected to a public sewer system, including but not limited to sewer lines connected to a septic system or leach field; outside holding tanks; ejector pumps; service or damage related to the back-up of sewers and drains or any other damage caused directly or indirectly by sewer main lines; any outside sewer service line connected to a lift station; utility meters; stoppages or blockages; any interior water or sewer lines.

3. **Outside Gas LineProtect** (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of the outside gas service line if the failure is a result of normal wear and tear. Outside gas service line is defined as a natural gas supply line from the curb box to the inlet valve of the meter for one single family residential home – it is the most direct line between the curb box and the inlet valve of the meter. It includes the gas supply line between the outlet of the meter and the exterior of the foundation. It does not include any connections or extensions such as, but not limited to, gas lines to grills, lights and pool heaters.

Limitations of Coverage: For covered repairs, the Plan will pay a **maximum of \$2,000 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your outside gas service line in the most cost-effective manner as determined solely by us. After the outside gas service line is repaired or replaced, our independent service provider will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover: any gas service lines in excess of 500 feet in length; any costs in excess of \$2,000 in the aggregate per Plan term; high pressure gas lines and the high pressure service line which is defined as a natural gas supply line with a pressure rating of 60 psi or greater; natural gas meter including connections; appliances or appliance connectors or burner tips; any gas service line not measuring between ½” and 1 ¼” in diameter; utility meters; any interior gas piping.

4. **Inside Gas LineProtect** (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of inside gas service lines that are within the perimeter of the outer load bearing walls, if the service line fails as a result of normal wear and tear. Inside gas service lines are defined as a natural gas supply line between ½” and 1 ¼” in diameter running from the point of entrance into the home to the shut-off valve (where code requires a shut-off valve) or at the point of connection to each natural gas appliance located within the home.

Limitations of Coverage: For covered repairs, the Plan will pay a maximum of **\$1,000 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your inside gas service line in the most cost-effective manner as determined solely by us. After the inside gas service line is repaired or replaced our independent service provider will provide basic site restoration to the affected area, limited to cleanup of debris.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover: any service lines in excess of 500 feet in length; any costs in excess of \$1,000 in the aggregate per Plan term; high pressure gas lines and the high pressure service line which is defined as a natural gas supply line with a pressure rating of 60 psi or greater; natural gas meter including connections; appliances or appliance connectors and burner tips; utility meters; any gas service line not measuring between ½” and 1 ¼” in diameter; any exterior gas piping.

5. **Inside Electric LineProtect** (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of the electric wiring that is within the perimeter of the outer load bearing walls, if the electrical wiring fails as a result of normal wear and tear or accidental damage. Covered Items are defined as only the following electrical system components: the electrical distribution center (commonly known as the breaker panel or fuse box) and all feeder circuits off of that electrical distribution center that are located within the interior of your home which typically includes all wiring off the breaker panel to and including standard wall outlets including GFCI, and wall switches.

Limitations of Coverage: For covered repairs, the Plan will pay a maximum of **\$1,000 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your electric wiring in order to restore its operational use in the most cost-effective manner as determined solely by us.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover: any costs in excess of \$1,000 in the aggregate per Plan term; any exterior electric lines; aluminum wiring; electric wiring in any building not attached to the primary residence; knob and tube wiring; lighting fixtures, ceiling fans, appliances and any equipment connected to the electric system, including, but not limited to, low voltage wiring, security systems, dimmers and non-standard controls and control systems; utility meters; the service entrance conductor; failures due to rust and/or corrosion.

6. **Inside Low Voltage Telephone Wiring LineProtect** (If listed on the Plan Coverage Summary)

Description of Covered Items: The Plan covers the costs for the repair or replacement of the inside telephone low voltage wiring that is within the perimeter of the outer load bearing walls between the network interface through the wall jacks, if the electrical wiring fails as a result of normal wear and tear. Covered Items are defined as only the following components: the standard telephone low voltage wiring and telephone jacks.

Limitations of Coverage: For covered repairs, the Plan will pay a maximum of **\$500 in the aggregate per Plan term**. The Plan pays only for the repair or replacement of your low voltage telephone wiring in order to restore its operational use in the most cost-effective manner as determined solely by us.

Examples of Items/Conditions Not Covered: In addition to those items listed in Section IV, General Exclusions and Limitations, this Plan does not cover: any costs in excess of \$500 in the aggregate per Plan term; any exterior low voltage or telephone lines; low voltage telephone wiring in any building not attached to the primary residence; any telephone, facsimile, answering machines, or computer modem equipment; any phone lines exiting the jack; any non-standard wiring or any wiring that does not meet the National Electric Code Material Standards for carrying telephone signals; ISDN, DSL, or other specialty lines; repair of main line extension wire to unattached structures (such as a separate garage or barn; any jacks located outdoors; utility meters; failures due to rust and/or corrosion.

III. SERVICE

1. **FOR GAS REPAIRS: A BROKEN, CRACKED OR LEAKING GAS PIPE CAN CREATE A DANGEROUS SITUATION. IF YOU SUSPECT YOU HAVE A BROKEN, CRACKED OR LEAKING GAS PIPE, THINK SAFETY FIRST AND REPAIRS SECOND. THE FIRST THING YOU SHOULD DO IF YOU SMELL GAS INSIDE OR OUTSIDE YOUR HOME IS TO LEAVE THE HOME AND AREA IMMEDIATELY. AFTER EVACUATING THE HOME AND AREA, IMMEDIATELY CALL YOUR GAS COMPANY'S EMERGENCY GAS SERVICE DEPARTMENT. IT IS VERY IMPORTANT THAT A GAS SERVICE TECHNICIAN DETERMINES THE SOURCE OF ANY GAS LEAK AND TAKES APPROPRIATE CORRECTIVE ACTION. ONCE A GAS LEAK HAS BEEN DETECTED AND THE SITUATION IS CERTIFIED AS SAFE, FOLLOW THE STEPS LISTED BELOW.**

2. **When repair or replacement services covered by this Plan are required, you must telephone us at the toll-free service number printed on your Plan Coverage Summary page. Telephone service is available twenty-four (24) hours a day, seven (7) days a week. You must notify us immediately upon discovery of any failure, and prior to the expiration of the term of the Plan during which the failure occurred. If you fail to notify us of any failure prior to the expiration of the term of the Plan during which the failure occurred, we will not be responsible for the cost of any repairs and/or replacements resulting from the failure.**

3. We will provide you with a referral to an independent contractor. We will use reasonable efforts to provide a referral to an independent contractor within two (2) hours after the service request is received during normal business hours and within twenty-four (24) hours for requests received after normal business hours and on weekends or holidays. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered failures that affect the habitability of the dwelling.

4. We have sole authority to select independent contractors. All repair and/or replacement work covered by this Plan must be performed by an independent contractor approved by us in advance for any work being performed. **We are not responsible for expenses you incur without our express consent.** We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.

5. **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.

6. You agree to provide access to the Covered Property during normal business hours for the independent contractor to diagnose, obtain approval for, and/or complete repairs for covered failures and Covered Items. You agree to pay us and/or our independent contractor any service charge and additional charges assessed by our independent contractor resulting from your failure to provide access to the Covered Property and/or for missed appointments.

7. Should any building or zoning permits be necessary, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits. You are also responsible for any costs associated with locating and/or marking any utility or service line prior to excavation.

8. At our discretion, we may elect to replace a Covered Item rather than repair it. **The decision to replace rather than repair Covered Items is solely our option.** Should we choose to replace a Covered Item, the replacement will perform the same primary function, and have a capacity comparable with the Covered Item. Should we determine to replace a Covered Item and you instead choose to effect a repair, that item will then be excluded from further coverage under this Plan and subsequent renewals of the Plan.

9. At our discretion, we may give you the option to elect to receive a repair/replacement credit or cash payment in lieu of providing a repair/replacement. In such cases, the amount of such credit shall be equal to the lesser of the approved cost of repair/replacement or the estimated cost of replacement. If you elect a credit to our independent contractor, we will pay that amount directly to the independent contractor after the work has been completed. If you

elect the cash payment, you must supply documentation supporting that the item in question has been purchased, replaced or repaired prior to receiving the cash payment. Any replacement item must be installed in the Covered Property as listed on the Plan Summary Page. **The amount of the approved cost of repair or replacement will be established by us at our sole discretion.** We reserve the right to inspect repaired and/or replacement items.

10. We reserve the right to obtain, at our expense, a second opinion by an independent contractor prior to determining eligibility for coverage and/or cost of repairs or replacement.

IV. GENERAL EXCLUSIONS AND LIMITATIONS

1. This Plan provides coverage for the failure of only those systems, 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. Except as noted otherwise, this Plan covers only repairs and/or replacements due to failures attributable to normal wear and tear. Accordingly, the Plan does not cover failures which may result from other causes, such as, but not limited to the following: abuse or misuse; improper installation; improper or insufficient maintenance; neglect or misuse; contaminated soil; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; acts of nature; structural and/or property damage; flood; smoke; earthquake; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; inclement weather; or intentional destruction of property. This Plan does not cover failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the failure.

4. This Plan 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; any mandate or requirement of a local water, sewer, gas, or electric authority.

5. 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.

6. 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.

7. This Plan does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.

8. 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.

9. 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.

10. 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.

11. 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).

12. This Plan does not cover any damages that result from an independent contractor's service, delay in providing service or failure to provide service. This Plan also does not cover any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any independent contractor.

13. This Plan does not cover any service lines that do not meet industry standards or the updating of non-leaking lines to meet code, law or ordinance requirements or changes thereto. Additionally, this Plan does not cover movement of the meter or the working lines due to recommendations by the water, sewer, gas, or electric authority.

14. This Plan does not cover any repair to and/or maintenance of your service lines to the extent that after reasonable effort we determine that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition.

15. This Plan does not cover restoration of paved surfaces for any reason, except for restoration of paved public sidewalks or public roads as included in the Description of Covered Items for, and subject to the additional Plan limit for Street Cutting as described in the Limitations of Coverage provisions above. Restoration of sidewalks not located in public easement is also not covered.

16. This Plan does not cover restoration of trees, shrubs, or structures, for any reason or the removal of debris necessary to access the service lines, including but not limited to old cars, trash, storage, rocks or materials.

17. **Under any and all circumstances, our maximum liability, in the aggregate, for any and all claims submitted per term of this Plan shall be \$11,000.** This aggregate maximum liability per term of the Plan includes any and all covered claims made in accordance with the terms of this Plan, as well as any and all claims, causes of action and/or rights of action, whether filed in arbitration or any court of law, for breach of contract, negligence, torts, strict liability, claims arising under any state or federal statute (to the extent such limitations are permitted by law), indemnification, contribution, and/or subrogation.

V. PROPERTIES ELIGIBLE FOR COVERAGE

1. This Plan covers a single-family residence used solely for residential purposes. ("Covered Property") 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.
2. You must own the single-family detached residence to which the covered LineProtect service line is attached. Your service line must be in working order and free of leaks prior to enrolling in this program.
3. For Outside Line products, eligibility is limited to service lines connected to a municipal water, sewer, electric, or gas source.
4. For Outside Sewer LineProtect, eligibility of coverage is dependent upon the line to be covered being a sanitary sewer and not a rain runoff pipe or gray water removal pipe that is located in a single-family dwelling or duplex. An accessible cleanout(s) installed to plumbing code is necessary. Customer may be responsible for installing missing or broken cleanouts. This is a repair program and does not cover replacement of entire sewers. An entire replacement is necessary if the sewer in question has more than two non-connected problems regardless of total length of sewer.

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, Louisiana, 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. OR CCB# 202158

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

Evidence of Surge Coverage

MEMBER: Sample
123 Anywhere Street
Anywhere Town, CA 90210

EFFECTIVE DATE: XX/XX/XXX
MEMBER NUMBER: XXXXXXXX

Important: Place Your Evidence of Coverage in a safe place with Your other important documents. You can use it to reference covered benefits.

DEFINITIONS

Administrator You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-XXX-XXX-XXXX.

Member, You, Your means the person who is a member in good standing in Inside Electric LineProtect as defined by the terms and conditions for Inside Electric LineProtect. Membership must not have expired or been canceled by You or Inside Electric LineProtect.

Coverage Period means the period starting on the **Membership Effective Date**. Coverage will continue as determined by the payment schedule/plan for as long as You are a member in good standing. (This standing is defined by the terms and conditions for Inside Electric LineProtect.) Coverage will stop if You or Inside Electric LineProtect cancel Your membership in Inside Electric LineProtect.

Membership Effective Date means the date you enroll as a member in Inside Electric LineProtect or upon receipt of payment of Your initial membership dues as per the membership terms and conditions for Inside Electric LineProtect, whichever occurs last.

Covered Items means electric appliances and electronic equipment that is owned by You and located within the interior of Your Primary Residence including the attached garage.

Evidence of Coverage (EOC) means this document. It describes the terms, conditions, and exclusions. The **EOC** is the entire agreement between You and us. Representations or promises made by anyone that are not contained in this EOC are not a part of Your coverage.

Loss means the sudden and accidental physical loss caused directly by lightning or an increase of artificially generated electrical current from outside the home.

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of **Loss**.

Primary Residence means a Home that the member lives in for at least nine (9) months out of the year.

Home means either a single-family dwelling or a multiple-family dwelling (such as a condominium, townhome, or apartment unit).

DESCRIPTION OF COVERAGE

If You suffer the sudden and accidental physical loss to a **Covered Item(s)** caused directly by lightning or an increase of artificially generated electrical current from outside the home during the **Coverage Period**, we will reimburse you the repair cost or **Actual Cash Value** of the **Covered Item(s)**.

COVERAGE LIMITATIONS

Coverage is limited to the lesser of the following:

- Repair cost;
- **Actual Cash Value**; or
- **\$XX** per **Loss**.

Coverage is limited to a maximum of **\$XX** per twelve (12) month period.

Coverage is secondary to any valid and collectible insurance or benefit available to You, including homeowner's insurance.

EXCLUSIONS

Coverage does not apply to:

- **Loss** caused by or resulting from the following: a third party's negligence, a power surge arising from an event (ex. fire) occurring on a third party's property, manufacturers defects, pre-existing conditions, wear and tear, insects, vermin, pets, misuse, abuse, negligence, vandalism, theft, war – including undeclared or civil war, riot, military unrest, nuclear accident, terrorism, dust, dampness, humidity, dryness, flooding, wind, ice, fire, hail, freezing, earthquakes, earth movement, corrosion, rust, trees or tree branches.
- Items not operational just prior to the **Loss** date, not owned by You, or located outside the interior of the home or attached garage.
- Correcting or upgrading any part, equipment or system in order to comply with any federal, state, or local laws, regulations, and ordinance or utility regulations.
- Cost associated in obtaining permits.
- Cost to meet current building or zoning codes requirement or to correct for code violations.
- Cost of on-site services.
- Cost of repair or replacement to any pool and/or spa equipment or satellite dishes.
- Cost of hauling away or disposing of **Covered Items**.
- Costs associated with treatment, removal, recovery, or disposal of hazardous material.
- Cost of opening or closing walls, floors or ceilings.
- Consequential or incidental damages.
- Injury, illness, damage, inconvenience or loss of usage caused by delays, non-availability of parts, labor difficulties or other conditions beyond our control.
- Costs due to Business interruptions including loss of income.
- Repairs or replacement covered by manufacturer recall, product warranty, or other extended warranty.
- Cost associated with programming, data reconstruction, data recovery or program installation or reconfiguration.
- Cost associated with adjustments, normal maintenance or any other repair or replacement not covered by this policy.
- Any and all costs associated with a repair visit, if it is determined that coverage under this policy **does not apply**, or no covered **Loss** is discovered.
- **Covered Items** classified by the manufacturer as commercial.

HOW TO FILE YOUR SURGE PROTECTION CLAIM

To file a claim, You must contact the **Administrator** by phone at 1-XXX-XXX-XXXX within forty-five (45) days of the date of the **Loss**. Otherwise, the claim may be denied.

After reporting Your claim, You will be sent a claim form for Surge Protection. Complete the claim form and return it along with a copy of the following to the **Administrator**

1. Completed and signed claim form.
2. A copy of the repairs or replacement invoice which must include all the following information:
 - a) Customer's name, address, phone #, and the year, make, model and serial # of the damaged item.
 - b) A detailed description and date of the damage, service performed, and all parts replaced.
 - c) A copy of the check, charge, or cash receipt showing payment was made for the repairs.
3. Any other documentation that may be reasonably requested to validate a claim.

All these required items, including the claim form, must be postmarked within ninety (90) days of the date of the **Loss**. Otherwise, the claim may be denied.

GENERAL PROVISIONS

Claims. Benefits payable under this **EOC** for any **Loss** will be paid upon receipt of due proof of **Loss** and all required information necessary to support the claim.

Misrepresentation and Fraud. Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

Other Insurance. Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

Subrogation. If payment is made under this **EOC**, We are entitled to recover such amounts from other parties or persons. You must transfer to us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.