

**1. Service Agreement Provider/ Obligor):**

The Service Agreement Provider/Obligor under this Service Agreement is OnPoint Warranty Solutions LLC, 9900 Corporate Campus Drive, Suite 2050, Louisville KY 40223.

**2. Definitions:**

"We", "Us" and "Our" shall mean the Obligor. In Florida "We", "Us" and "Our" shall mean [OnPoint Warranty Solutions of Florida LLC, 9900 Corporate Campus Drive, Suite 2050, Louisville KY 40223]. "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. Service Agreement ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean OnPoint Warranty Solutions. For claims or information about this Agreement, please call the Program Administrator at [844-518-2040] or go online at [\[https://onpoint-warranty.kustomer.help/contact/hvac-support-ryxkuOFJF\]](https://onpoint-warranty.kustomer.help/contact/hvac-support-ryxkuOFJF) There is [no deductible] under this Service Agreement.

**3. WHAT IS COVERED:**

In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) as described subject to the Terms and Conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled WHAT IS NOT COVERED. The covered product (or products) under this Service Agreement are set forth on Declaration of Coverage page of this Service Agreement. In the event of any conflict between Section 3 and the Declaration of Coverage page, the description on the Declaration of Coverage page shall control.

a) Repair Protection: If Your product is eligible for the repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may

be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;

- b) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer's warranty term and after three (3) service repairs have been completed for the same problem, on an individual product that requires a fourth (4<sup>th</sup>) repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at Our sole discretion;
- c) Generator(s): All internally installed parts supplied by the manufacturer;
- d) Condensing Unit(s): All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The Agreement will not pay for changeover from CFC to non- CFC refrigerant or oil changes on commercial compressors;
- e) Evaporator Coil: A new evaporator coil is covered when sold as a part of a complete system;
- f) Compressor: All internal functioning parts supplied by the manufacturer;
- g) Electric Furnaces and Air Handlers: All internal functioning parts including heat modules and controls supplied by the manufacturer;
- h) Gas Furnace: All internal functioning parts supplied by the manufacturer;
- i) Water Heater: All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;
- j) Boiler(s): Coverage applies to internal parts as installed by the original manufacturer; additional external pumps excluded;
- k) Heat Pump: Coverage applies to internal parts as installed by the original manufacturer. Excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;

1) Refrigerant Leaks: Covers repair of the leak and replacement refrigerant charge as a result of leaks internal of the unit. Refrigerant is covered only when a leak has been permanently repaired and/ or a compressor or coil replaced.

**4. Maintenance Requirement:**

You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

5. **Claim Submission:** Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the service agent should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. You must sign all service invoices upon completion of the repair.

a) Hours Of Service: Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.

6. **Terms:** This Service Agreement shall commence upon the date of Agreement purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See Service Agreement for "Coverage Start Date."

7. **Limit of Liability:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product less taxes, or Our limit of liability, whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please call [844-518-2040].

8. **To Obtain Service:** If the covered product requires service, call Administrator at [844-518-2040]. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem You are experiencing over the telephone. If the service agent cannot resolve the problem, they

will schedule a service call with You. If You encounter an issue attempting to get support from Your service agent, contact us at [844-518-2040] for additional support. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

9. Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your original purchase receipt and this Agreement should be kept in a safe place.

**10. WHAT IS NOT COVERED:**

- a) **Any equipment located outside the United States of America;**
- b) **Equipment sold without a manufacturer's warranty;**
- c) **Refurbished products;**
- d) **Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes, and surges, incorrect wiring, non-connected/loose wires, field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);**
- e) **Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds;**
- f) **Cosmetic damage to case or cabinetry or other non-operating parts or components including corrosion or oxidation;**
- g) **Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;**
- h) **Any and all pre-existing conditions that occur prior to the effective date of this Agreement;**
- i) **Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements;**

- j) Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;
- k) Failures of products caused by any installation that prevents normal service;
- l) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;
- m) Failure to use reasonable means to protect Your product from further damage after a failure occurs;
- n) Product(s) with removed or altered serial number;
- o) Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;
- p) Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- q) Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;
- r) Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
- s) Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;
- t) Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non-failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures;
- u) Standard Programmable and digital thermostats are covered with a complete split or package system if listed on the Declaration of Coverage page of this Agreement. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement and when the thermostat cost is greater than one hundred twenty-five dollars (\$125.00) wholesale cost. Humidistats, combination, zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system and require additional separate agreement purchase;
- v) Services made mandatory by changes in Federal, State or local regulations;
- w) Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring;
- x) Thermostat calibration and/or software updates, incorrect wiring and dead batteries;
- y) Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education;
- z) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of nature;
  - aa) Special tooling, blocks, tackle, dollies, and scaffolding;
  - bb) Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment; ac) Premium service cost over normal service charges. Items located outside the installed unit's cabinet;
  - cc) Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;
  - dd) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
  - ee) Dirty Sock Syndrome or odors;
  - ff) Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;
  - gg) Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer

mounted applications;

- hh) Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation, and start-up;
- ii) Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment; or scratched where integrity of paint applied is compromised;
- jj) Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;
- kk) Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts;
- am) Batteries, fuses, belts, spark plugs and all engine fluids;
- ll) Transportation deemed abnormal;
- mm) Equipment that has been moved from original address such as mobile homes, etc;
- nn) Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.)
- oo) Refrigerant used during diagnostic leak checks, or for temporary cooling/heating

**11. Renewal:**

This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

**12. Transferability:**

This Agreement may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original Service Agreement holder sends notice to the dealer and calls the Program Administrator toll-free at [844-518-2040] within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Agreement. In the event of a transfer of registered equipment due to manufacturer/dealer replacement, the original start-up date will remain

in effect for the duration of the Agreement

**13. Cancellation:**

You may cancel this Agreement at any time. To arrange for cancellation of this Agreement call Administrator toll-free at [844-518-2040]. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Agreement purchase price, whichever is less.

Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud or material misrepresentation. If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation no later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**14. Insured Agreement:**

This is not an insurance policy. However, This Service Agreement is backed by a reimbursement insurance policy to insure Our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You can contact the Insurer via: [Comfort Care Insurer c/o: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.]

**15. SUBROGATION:**

In the event that coverage is provided under this Agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice

those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to Us, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

**ENTIRE CONTRACT:**

This Service Agreement together with Your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

**SPECIAL STATE DISCLOSURES**

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision of Your Service Agreement terms and conditions to the contrary.

**ALABAMA only:**

The Service Agreement Provider is OnPoint Warranty Solutions. You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

If You cancel this Service Agreement after the first twenty (20) days, You will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00).

**ARIZONA only:**

Definitions: A "Consumer" means a Service Agreement holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the Agreement coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a Service Agreement which the person issues; "Service Agreement Administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a Service Agreement, but which may not itself perform actual repairs. OnPoint Warranty Solutions is the provider and the obligor for this Service Agreement in Arizona.

Cancellation: No claim incurred or paid shall be deducted from the amount of any refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price by You, fraud or material misrepresentation by You.

**ARKANSAS only:**

The Service Agreement Provider/Obligor under this Service Agreement is OnPoint Warranty Solutions. You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**CALIFORNIA only:**

This Service Agreement may be cancelled by the Agreement holder for any reason, including, but not limited to, the Product covered under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within thirty (30) days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by

written notice after thirty (30) days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25.00), whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Selling Retailer.

**COLORADO only:**

Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT only:**

The term of Your Service Agreement is automatically extended by the length of time in which the covered Product is in the Obligor's custody for repair under the Service Agreement. You may cancel Your Service Agreement if the covered product is lost, stolen, or destroyed. This Service Agreement provides in-home service. In the event of a dispute with the Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement.

**DISTRICT OF COLUMBIA only:**

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**FLORIDA only:**

The Obligor and Administrator under this Service Agreement is OnPoint Warranty Solutions of Florida LLC [license # xxxx]. If You cancel this Service Agreement, You will receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price  
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of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:**

You may cancel this Service Agreement at any time by notifying the Selling Retailer in writing or by surrendering the Service Agreement to the Selling Retailer, whereupon the Selling Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation, less an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the pro-rata refund amount, whichever is less. To arrange for cancellation of this Agreement, please contact Your Selling Retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You. The following exclusion: ANY AND ALL PREEXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia Service Agreement holders as follows: WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. Administrator may cancel this Service Agreement upon thirty (30) days written notice to You. No claim incurred or paid shall be deducted from the amount of any refund.

**HAWAII only:**

The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

**ILLINOIS only:**

The Administrator will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall

receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00).

**INDIANA only:**

Your proof of payment to the issuing dealer for this Service Agreement shall be considered proof of payment to the insurance company who guarantees Our obligation to You. This Service Agreement is not insurance and is not subject to Indiana insurance law.

**IOWA only:**

The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within thirty (30) days after return of the Service Agreement to the Administrator. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. In the event You do not receive satisfaction under this Service Agreement, You may contact the Iowa Commissioner of Insurance at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, (515) 281-5705.

**LOUISIANA only:**

The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**MASSACHUSETTS only:**

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MAINE only:**

You may return this Service Agreement within  
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twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MARYLAND only:**

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MINNESOTA only:**

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MISSOURI only:**

You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing

facility in accordance with the Service Agreement provisions.

**MONTANA only:**

If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation no later than five (5) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**NEVADA only:**

This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

"This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the Agreement to Us: Within twenty (20) days after the date this Service Agreement was mailed or otherwise sent to You; or Within ten (10) days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased. To arrange for cancellation of this Agreement, please contact Your Selling Retailer. We will refund to You the purchase price of this Agreement within forty-five (45) days after it has been returned to Us. If We do not refund the purchase price within forty-five (45) days, We will pay the You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions: Failure to pay the Service Agreement purchase price; The Agreement holder being convicted of a crime which results in an increase in the service required under this Agreement; Discovery of fraud or material misrepresentation perpetrated by You in purchasing this Agreement or obtaining service; The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator, and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You.

THIS SERVICE AGREEMENT IS SUBJECT TO A WAITING PERIOD AND PROVIDES NO COVERAGE PRIOR TO EXPIRATION OF THE WAITING PERIOD.

**Repair Protection:**

- a) Emergency Repair – Service Within twenty-four (24) Hours: For goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within twenty-four (24) hours after the claim is reported.
- b) Emergency Repair – Status Report: in an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim, [We] will provide a status report to the holder that will include the following:
  - c) A list of the required repairs or services,
  - d) The primary reason causing the required repairs or services to extend beyond the three (3) day period, including the status of any parts required for the repairs or services,
  - e) The current estimated time to complete the repairs or services, and
  - f) Contact information for the holder to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries not later than one (1) business day after such an inquiry is made.

**NEW HAMPSHIRE only:**

In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW JERSEY only:**

The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within

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forty-five (45) days after return of the Service Agreement to the Administrator. This provision applies only to the original purchaser of the Service Agreement

**NEW MEXICO only:**

You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You. If You made no claim, the Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by You in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. 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.

**NEW YORK only:**

The Service Agreement Provider/Obligor under this Service Agreement is [OnPoint Warranty Solutions LLC, 9900 Corporate Campus Drive, Suite 2050, Louisville KY 40223]. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address, at least, fifteen (15)

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days prior to cancellation with the reason for cancellation. 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. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**NORTH CAROLINA only:**

The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. If You cancel Your Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund.

**OHIO only:**

If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**OKLAHOMA only:**

This is not an insurance contract. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. To arrange for cancellation of this Agreement, please contact Your Selling Retailer. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. Our Home Service Contract provider license number is [#####].

**SOUTH CAROLINA only:**

In order to prevent damage to the covered Product, please refer to the owner's manual. Purchase of this Service Agreement is not a condition of the loan. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or

damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your selling retailer. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. 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. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS only:**

**NOTICE: ONPOINT WARRANTY SOLUTIONS PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A SERVICE AGREEMENT UNDER CHAPTER 1304, OCCUPATIONS CODE.**

Administrator is OnPoint Warranty Solutions. The Administrator will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days. The provisions apply only to the original purchaser of the Service Agreement. If holder cancels before thirty-first (31<sup>st</sup>) day, refund shall be one hundred percent (100%) less any claims paid with no cancellation fee. If holder cancels after thirty-first (31<sup>st</sup>) day, the refund will be prorated less any claims paid with a cancellation fee not to exceed fifty dollars (\$50.00). In

the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. You may apply directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Service Agreement is canceled. Unresolved complaints concerning a provider or questions concerning the registration of a Service Agreement provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

**UTAH only:**

We may cancel this Service Agreement by providing You with (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Agreement. We may cancel this Service Agreement by providing You with ten (10) days written notice if the reason for cancellation is nonpayment by You. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**VERMONT only:**

You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the Agreement purchase price. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**WASHINGTON only:**

You may return this Service Agreement within twenty

(20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with OnPoint Warranty Solutions. If in an emergency situation an Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. The state of Washington is the jurisdiction for any civil action in connection with this Service Agreement.

**WISCONSIN only:**

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. To arrange for cancellation of this Plan, please contact Your Selling Retailer. The Selling Retailer shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). We may only cancel this Service Agreement for material misrepresentation by You, non-payment by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel this Service Agreement, We will mail written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been an unreasonable expense. The Administrator will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days.

**WYOMING only:**

You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to You at Your last known address, at least, ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use.