



# Complete Home Confidence with HomePRO Warranty!



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# Protect Your New Home with HomePRO Warranty

CONGRATULATIONS on joining the HomePRO Family and making the important decision to extend coverage on your homes' systems and appliances, safeguarding you from unexpected, expensive repairs. Exclusive year one coverages, food loss and surge protection are included!

## HomePRO's got you covered!

- Built-In Microwave
- Dishwasher
- Garbage Disposal
- Kitchen Exhaust Fan
- Range / Oven / Cooktop
- Refrigerator, including Ice Maker



- Plumbing Stoppages
- Interior Electrical System
- Ceiling Fans
- Central Air Conditioning / Heat Pump System
- Central Home Heating System
- Ductwork
- Humidifier

**We even offer optional add-on coverage to ensure your homeowner's convenience, comfort and lifestyle!**

- External Sewer, Water and Gas Lines (*Utility Add-On*)
- Swimming Pools and Spas (*Pool & Spa Add-On*)

- Garage Door Opener
- Plumbing System
- Water Heater
- Clothes Washer and Dryer

## Requesting service is as easy as 1-2-3!

1. Simply call 1-866-478-9334 to place a service request, M-F 8AM – 8PM.
2. We'll connect you with one of our vetted, responsive repair professionals.
3. Choose a repair date and time that fits your schedule.

Feel confident in HomePRO taking care of your home repairs, knowing you have highly-trained, reputable professionals at your fingertips!

With this contract you qualify for low monthly billing for an additional 3 years after your current program term ends.

**Questions? HomePRO is here to help! 877-877-1094**



## MASTER SERVICES AGREEMENT

AIG WarrantyGuard, Inc.

500 West Madison, Suite 3000, Chicago, IL 60606-6613

1-866-478-9334

This Master Services Agreement is a legal contract that describes the terms and conditions of Your Service Plan. This Master Services Agreement, together with Your Declaration of Coverage and any state-specific amendments, constitutes the entire agreement between You and Us ("Agreement"). No other written or oral modifications are valid.

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.** Various terms and conditions may apply to Your Service Plan.

**FLORIDA RESIDENTS ONLY: Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages three (3) through six (6) of this Agreement and Florida's state-specific disclaimer on page eight (8) of this Agreement.**

### I. DEFINITIONS:

A. Throughout this Agreement, "You" and "Your" refer to the purchaser listed on the Declaration of Coverage. "We," "Us," "Our," "Obligor," and "Administrator" refer to AIG WarrantyGuard, Inc. (except in Florida, where they refer to AIG Warranty Services of Florida, Inc.), 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # 1-877-637-7890.

B. In addition, the following terms have the meanings set forth below:

- "30-Day Wait Period" has the meaning set forth in Section II(C) of this Agreement.
- "Breakdown" means a mechanical or electrical failure of the covered system, component, or appliance under Your Service Plan to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
- "Closing Date" means the date that ownership and title of Your New-Build Single Family Residence is transferred to You.
- "Food Spoilage/Surge Protection Effective Date" means the date that You become eligible for Food Spoilage and Surge Protection coverage under Your Service Plan, as further set forth in Sections VI(D) and VI(E) of this Agreement. The Food Spoilage/Surge Protection Effective Date is set forth on Your Declaration of Coverage.
- "Free Look Period" has the meaning set forth in Section VIII(B) of this Agreement.
- "Initial Term" has the meaning set forth in Section II(A) of this Agreement.
- "New-Build Single Family Residence" means a newly built, never-before owned or occupied residential property, including a single-family home, townhome, condominium, multi-family property (such as a duplex or triplex), and a mobile home attached to a permanent foundation.
- "One-Year Wait Period" has the meaning set forth in Section II(D) of this Agreement.
- "Purchase Date" means the date that you purchased Your Service Plan. The Purchase Date is stated on Your Declaration of Coverage.
- "Renewal Term" has the meaning set forth in Section II(B) of this Agreement.
- "Service Plan" (or "Plan") means a Whole Home Warranty service plan, as further set forth under this Agreement.
- "Service Plan Effective Date" means the date that you become eligible for all coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
- "Wait Periods" means the 30-Day Wait Period and the One-Year Wait Period.

### II. COVERAGE PERIOD:

A. You must purchase Your Service Plan within sixty (60) days from Your Closing Date in order to be eligible for coverage under this Agreement. This Agreement commences as of the Closing Date and remains in effect for an initial term of (two (2) / three (3)) years ("Initial Term").

B. **THIS AGREEMENT AUTOMATICALLY RENEWS AT THE END OF THE INITIAL TERM FOR ADDITIONAL ONE-YEAR TERMS (each, a "Renewal Term"), UNLESS CANCELLED BY YOU OR NON-RENEWED BY US PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS SUBJECT TO A MAXIMUM NUMBER OF (THREE (3) / TWO (2)) RENEWAL TERMS. THIS AGREEMENT AUTOMATICALLY TERMINATES FIVE (5) YEARS FROM THE CLOSING DATE IF IT IS NOT OTHERWISE CANCELLED OR TERMINATED EARLIER PURSUANT TO THE TERMS OF THIS AGREEMENT.**

C. Your initial payment on the Purchase Date includes a thirty (30) day wait period before You are eligible for Food Spoilage and Surge Protection coverage under Your Service Plan, as further set forth in Sections VI(D) and VI(E) of this Agreement ("30-Day Wait Period"). **YOU ARE NOT ELIGIBLE FOR FOOD SPOILAGE OR SURGE PROTECTION COVERAGE PRIOR TO THE FOOD SPOILAGE/SURGE PROTECTION EFFECTIVE DATE. YOU BECOME ELIGIBLE FOR FOOD SPOILAGE AND SURGE PROTECTION COVERAGE THIRTY (30) DAYS AFTER THE PURCHASE DATE.**

D. Except as otherwise provided in Section II(C) of this Agreement, this Agreement includes a one (1) year wait period from the Closing Date before You become eligible for any other coverage under Your Service Plan ("One-Year Wait Period"). **EXCEPT FOR FOOD SPOILAGE AND SURGE PROTECTION COVERAGE, YOU ARE NOT ELIGIBLE FOR ANY OTHER COVERAGE UNDER YOUR SERVICE PLAN PRIOR TO THE SERVICE-PLAN EFFECTIVE DATE; ANY OTHER COVERAGE UNDER YOUR SERVICE PLAN BEGINS ONE (1) YEAR FROM THE CLOSING DATE.**

E. The Wait Periods do not apply to any Renewal Terms under this Agreement.

### III. WHAT YOUR AGREEMENT COVERS:

A. During the applicable coverage period, We will arrange for an authorized service contractor to service, repair, or replace covered items under Your Service Plan due to a Breakdown. This Agreement only provides coverage for those items specifically listed as covered under Your Service Plan, as further set forth below. This Agreement excludes all other items from coverage. Coverage is subject to limitations and conditions specified in this Agreement.

B. In order to be eligible for coverage under Your Service Plan, the applicable

appliance or system must be:

- Located within the confines of the home or garage (with exception to the exterior air conditioner);
  - In good working order on the Purchase Date;
  - Properly maintained and installed throughout the coverage period; and
  - Domestic grade (meaning those items manufactured and marketed solely for use in a residential, single-family dwelling).
- C. This Agreement only covers systems or appliances in Your New-Build Single Family Residence. **This Agreement does not cover any property listed on a historical register and any property used, in whole or in part, for business purposes, including day-cares, group-homes, rest-homes, churches, schools, and sororities and fraternities. This Agreement does not cover common areas or items shared with non-purchasers of this Agreement. This Agreement only provides coverage for occupied New-Build Single Family Residences. This Agreement does not cover costs for maintenance.**

### IV. EXPLANATION OF PLANS:

A. The following items are covered under Your Service Plan, subject to this Agreement's terms and conditions:

#### Whole Home Warranty

- Central Air Conditioning / Heat Pump System (Electric Only)
- Central Home Heating System
- Built-In Microwave
- Ceiling Fans
- Clothes Washer
- Clothes Dryer
- Dishwasher
- Ductwork
- Garage Door Opener
- Garbage Disposal
- Humidifier
- Interior Electrical System
- Kitchen Exhaust Fan
- Plumbing Stoppages (Fixtures Not Included)
- Plumbing System (Fixtures Not Included)
- Range / Oven / Cooktop
- Refrigerator / Ice Maker
- Water Heater
- Food Spoilage
- Surge Protection

### V. TO OBTAIN SERVICE:

A. To request service, call toll-free at 1-866-478-9334, **24 hours per day, 7 days per week.** Under normal circumstances, the company will initiate performance of services within 48 hours after Your request.

B. Emergency service is available for the Breakdown of covered items or systems that affect the safe inhabitability of the New-Build Single Family Residence. We reserve the right to determine which repairs constitute an emergency. Emergencies include the Breakdown of Central Home Air Conditioning when outside temperatures exceed 90 degrees Fahrenheit and Central Home Heating when outside temperatures fall below 40 degrees Fahrenheit. We will make all reasonable effort to initiate meaningful service within 24 hours for emergency-service calls. **To request emergency service, please call 1-866-478-9334, 24 hours per day, 7 days per week.**

C. The following terms and conditions apply to any service request under this Agreement:

- Notice of any Breakdown must be given to Us immediately upon discovery.
- The Breakdown must have occurred during Your coverage period.
- We will not pay for any services or parts provided without Our prior authorization.
- You must pay a trade-service fee in advance of any service being scheduled. You may pay the applicable trade-service fee to the Administrator through a valid credit card or debit card. Please see Your Declaration of Coverage for the applicable trade-service fee under Your Plan.
- Prior to dispatching any service, all required Plan payment(s) must be collected and current.
- Outstanding or unpaid trade-service fees must be paid prior to the dispatch of any new service requests.
- If work performed by Our service contractors under this Agreement fails, We will cover additional necessary repairs for no additional trade-service fee for a period of thirty (30) days from the date of service completion.
- We will dispatch qualified contractors to service covered repairs. If We cannot provide a contractor for You, We may approve the use of a contractor outside of Our network if the contractor meets Our proof of insurance requirements and is fully licensed to perform the required services.
- After a contractor's diagnosis, if it is determined that coverage under this Agreement does not apply or no Breakdown is discovered, You must pay the

service contractor directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repairs completed at Your own expense.

10. If You have any problems obtaining service, please call 1-866-478-9334 for a Customer Service Representative.

VI. **APPLIANCE AND SYSTEM COMPONENTS:**

A. This Agreement covers all brands of equipment, subject to availability of repair parts. Only those items specifically listed as "Covered" below are eligible for coverage under Your Service Plan. **Those items specifically listed as "Not Covered" below are examples only and do not constitute an all-inclusive list. The listings below do not in any way limit Our right to decline coverage for items not specifically mentioned as "Not Covered."**

B. We will cover up to \$1,500 per 12-month period from the Closing Date for each system listed below. The \$1,500 limit includes any costs for access, diagnosis, repair, replacement, and installation.

1. **Central Air Conditioning System (includes Heat Pumps) (Electric Only).**

Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, condensate pump, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, thermal expansion valve, wall units not ducted when designed to be ducted by the original manufacturer.

2. **Central Home Heating System (Gas or Electric or Oil).**

**COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, expansion tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED:** Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

C. We will cover up to \$1,000 per 12-month period from the Closing Date for each system listed below. The \$1,000 limit includes any costs for access, diagnosis, repair, replacement, and installation.

1. **Water Heater (Gas or Electric or Tankless).**

**COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element. **NOT COVERED:** Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

2. **Range/Oven/Cooktop.**

**COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls, Heating Elements (will be replaced with builder's standards only), Internal Wiring. **NOT COVERED:** Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

3. **Built-in Microwave.**

**COVERED:** Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts. **NOT COVERED:** Countertop units, door glass, clocks, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

4. **Refrigerator.**

**COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers, Gaskets, Valves and Electronics Circuits. **NOT COVERED:** Ice makers and controls, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping.

5. **Ice Maker.**

**COVERED:** Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm. **NOT COVERED:** Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

6. **Dishwasher.**

**COVERED:** Heating Element, Pump, Thermostat, Thermal Fuse, Washer and Spray Arms, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Control Panel and Related Electrical Parts. **NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.

7. **Kitchen Exhaust Fan.**

**COVERED:** All internal related Electrical Parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards. **NOT COVERED:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

8. **Interior Electrical System.**

**COVERED:** All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone

wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

9. **Plumbing System.** **COVERED:** All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, and Interior Hose Bibs. **NOT COVERED:** Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator. We are not responsible for any repair work which must be executed to access interior lines or pipes.

10. **Plumbing Stoppages.** **COVERED:** Clearing of mainline drain, sewer and lateral drain line stoppages up to 100 feet from access point which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation, except if caused by roots; P-Traps; Drains; and Overflow Access Points. **NOT COVERED:** Stoppages caused by roots; collapsed, broken, or damaged lines outside the confines of the main foundation (even within 100 feet of access point); access to drain or sewer lines from roof vents; removal of toilet or costs to locate, access, or install a ground level cleanout.

11. **Clothes Washer.** **COVERED:** Water Level Switch, Water Inlet Valve, Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts. **NOT COVERED:** Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

12. **Clothes Dryer.** **COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold, Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Drive Belt, Surface Limit Control, Motor, Bearings, Pulleys, Controls (replaced with builder's standard), Timer and Electrical Heating Element. **NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

13. **Humidifier.** **COVERED:** All Internal Electrical parts.

14. **Garage Door Opener.** **COVERED:** All Mechanical & Electrical Components including Chain, Belts, Door Arm, Trolley, Control Board, Motor, Gear Assembly and Sensors. **NOT COVERED:** Cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.

15. **Ductwork.** **COVERED:** Accessible Ductwork from Cooling and/or Heating Unit to Point of Attachment to Registers or Grills. **NOT COVERED:** Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.

16. **Ceiling Fans.** **COVERED:** Ceiling Fan Motors and Controls (replaced with builders standard). **NOT COVERED:** Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.

17. **Garbage Disposal.** **COVERED:** All mechanical and electrical components and parts. **NOT COVERED:** Problems and jams caused by bones and foreign objects other than food.

D. **FOOD SPOILAGE:** We will cover up to \$200 per 12-month period from the Closing Date for food spoilage. **COVERED:** A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a refrigerator/freezer Breakdown.

E. **SURGE PROTECTION:** We will cover up to \$1,000 per 12-month period from the Closing Date for surge protection. **COVERED:** Breakdown of any covered product under your Service Plan caused by power surge or spike if the Breakdown occurs while the product is connected to a surge protector accepted by the Underwriter's Laboratory. We may collect your surge protector for examination.

VII. **LIMIT OF LIABILITY AND CONDITIONS:**

A. **Our obligation to pay for the repair or replacement of covered appliances, systems, or items under Your Service Plan will not exceed \$5,000 per 12-month period from the Closing Date. We will not pay more than the original purchase price for any covered appliance, system, or item.**

B. We have the sole right to determine whether to replace or repair a covered item. If We decide to replace the covered appliance, item, system, or electronic equipment, We will provide replacement equipment with similar features, capacity, and efficiency. We may not provide replacement equipment that matches dimensions, brand, or color. We are not responsible for providing like-for-like appliance replacements if the appliance contains any features that do not contribute to the appliance's primary function, including, without limitation, TV's or Radios in refrigerators.

C. We reserve the right to offer cash settlements in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances where repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.

D. All equipment covered by this Agreement must be in good working condition as of the time coverage commences under Your Plan and be reasonably clean and accessible at the time of service. **This Agreement does not cover pre-existing conditions, defects, or deficiencies.**

- E. We reserve the right to obtain a second opinion at Our expense.
- F. We reserve the right to use qualified contractors, to select parts to be used, and to restrict certain makes of equipment used to fulfill all, or any part, of Our obligations under the terms of this Agreement.
- G. We reserve the right to rebuild a part or component or to replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Agreement.
- H. We are not a service contractor and are not undertaking to repair or replace any covered systems or components under Your Plan.
- I. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You which covers a loss that is also covered by this Agreement, this Agreement will pay in excess of and not contribute with the other insurance, warranty, or guaranty. We will not pay for parts or labor covered under a manufacturer's warranty or home builder's warranty.
- J. This Agreement does not cover the disconnection of appliance(s) or the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.

**K. We are NOT responsible for:**

1. **The performance of routine maintenance, including the cleaning of coils, clearing drain lines, changing filters, or adding/draining refrigerant for appliances or HVAC units.**
  2. **Breakdowns, failures, or stoppages due to chemical or sedimentary build-up or failure to clean or maintain as specified by the equipment manufacturer.**
  3. **Missing parts or structural changes.**
  4. **Any appliance or system deemed or classified by the manufacturer as commercial.**
  5. **Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.**
  6. **The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents, and broken casing) that does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.**
  7. **Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties, and other conditions beyond Our control.**
  8. **The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.**
  9. **Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.**
  10. **Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items or other replaceable or consumable items, such as filters.**
  11. **Failures due to rust or corrosion during the Initial Term.**
  12. **Any service or repair associated with hazardous material treatment, removal, or disposal.**
  13. **Electronic or computerized home-management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.**
  14. **The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.**
  15. **Any costs or fees associated with the use of cranes needed to install or remove any equipment located on the roof.**
  16. **Damage or failure caused by animals or insects, including infestation and human or animal bodily fluids.**
- L. **ACCESSIBILITY OF PRODUCT:** If service is required, You agree to make the product reasonably accessible to the service contractor. If the product is not accessible, the service contractor may decline to provide service or assess You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.
- M. **FEES AND CHARGES:**
1. If Your Service Plan payment is not collected on a scheduled payment date, service under this Agreement may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in Section VIII of this Agreement.
  2. The price of this Agreement and any included limits, fees, or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the Agreement by giving written notice prior to the effective date of any price increase.
- N. **TRANSFERABILITY:** You may transfer this Agreement to a new owner of the existing address for a one-time transfer fee of \$39.00. This Agreement is non-transferable to a new address and is only valid for the original residence.
- O. **LAWS, CODES and REGULATIONS:** This Agreement does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations,

or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations, including any corrections or upgrades at the time of repair which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.

- P. This Agreement is not a contract of insurance.** The obligations of the Obligor are secured by an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states with the exception of AR, FL, MS, NC, NY, and OK, where the insurance policy is issued New Hampshire Insurance Company, 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Agreement when sending correspondence to the Insurer. The Insurer and Obligor shall not be deemed to provide coverage and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**VIII. CANCELLATION AND NONRENEWAL OF THE AGREEMENT:**

- A. You may cancel the Agreement only by contacting Administrator in writing at 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, Attn: PWSC Cancellations.
- B. If you cancel this Agreement within the first thirty (30) days from the Purchase Date ("Free Look Period") without making a claim, You will be refunded the full Agreement price.
- C. If you cancel this Agreement during the Free Look Period after making a claim or cancel this Agreement after the Free Look Period, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid.
- D. **We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice.** If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- E. This Agreement is renewable at Our option. If We choose to renew Your Agreement, You will be offered the terms, conditions and rates that are currently in effect in Your state and as indicated on Your Declaration Page.
- F. **We reserve the right to update or modify the Terms and Conditions of this Agreement upon thirty (30) days written notice.**

**IX. STATE AMENDMENTS:**

**Alabama, Arkansas, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Wisconsin and Wyoming Residents:**

The following statement is added to Section VIII(B) of this Agreement: If You cancel Your Agreement during the Free Look Period without making any claims and do not receive a full refund or credit within forty five (45) days of Our receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund owed to you. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.

**Alabama Residents:** Section VIII(C) is deleted in its entirety and replaced with the following: If you terminate this Agreement during the Free Look Period after making a claim or terminate this Agreement after the Free Look Period, you will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of \$25. Any refund due to you under this paragraph or Section VIII of the Agreement may be credited to an outstanding balance of your account, and the excess, if any, shall be refunded to the original purchaser.

Section VIII(D) is deleted in its entirety and replaced with the following: We reserve the right to cancel this Agreement for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

**Arizona Residents:** Section VII(D) is deleted in its entirety and replaced with the following: All equipment covered by this Agreement must be in good working condition as of the time coverage commences under Your Plan and be reasonably clean and accessible at the time of service. **This Agreement does not cover pre-existing conditions, defects, or deficiencies, unless such conditions were known or should reasonably have been known by Us or the person selling the service contract on Our behalf.** Sections VIII(B) and (C) of the Agreement are deleted in their entirety and replaced with the following: If this Agreement is cancelled, you will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by you for the Agreement.

Section VIII(D) is deleted in its entirety and replaced with the following: **We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice.**

However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice. We may not cancel or void this Agreement for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.

**Arkansas Residents:** A claim against Us may include a claim for the return of the unearned provider fee. Section VIII(D) is deleted in its entirety and replaced with the following: **"We reserve the right to cancel this Agreement upon thirty (30) days written notice.**

However, if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of Your duties relating to a covered product or its use, We may cancel this Agreement immediately without any prior notice to You. Unless the cancellation is for nonpayment, We will provide You with a pro rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid, if we cancel the Agreement."

**Colorado Residents:** Action under this 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.S.R., and a party to such an Agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**Connecticut Residents:** If we are unable to resolve any disputes with you regarding this Agreement, you may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

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

Section VIII(B) of this Agreement is deleted in its entirety and replaced with the following: If You cancel this Agreement within the first thirty (30) days from the Purchase Date ("Free Look Period"), You will be refunded 100% of the gross premium paid, less any claims paid under the Agreement. We may also charge You a reasonable administrative fee, not to exceed 5% of the gross premium paid.

Section VIII(C) of this Agreement is deleted in its entirety and replaced with the following: "If You cancel this Agreement after the Free Look Period, You will be refunded 90% of the unearned pro rata premium, less any claims paid.

Section VIII(D) of this Agreement is deleted in its entirety and replaced with the following: **We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice mailed to Your last known address.** If We cancel this Agreement for any reason other than fraud or misrepresentation, We will refund 100% of the unearned pro rata premium, less any claims paid. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate and without prior notice. In the event of cancellation for customer fraud or misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

**Georgia Residents:** Section VIII(B) is deleted in its entirety and replaced with the following: You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of the Purchase Date ("Free Look Period") without making a claim, You will be refunded the full Agreement price.

Section VIII(C) is deleted in its entirety and replaced with the following: If You cancel this Agreement during the Free Look Period after making a claim or cancel this Agreement after the Free Look Period, We will refund the excess of the consideration paid for the Agreement, above the customary short rate for the expired term of the Agreement.

Section VIII(D) is deleted in its entirety and replaced with the following: We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay any amounts due. We will provide you with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Agreement, We will refund any unearned portion of the Agreement price on a pro rata basis. Claims paid will not be deducted from any refund due under this Agreement.

The following paragraph is added to Section VIII of the Agreement: Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Cancellations will comply with Section 33-24-44 of the Code of Georgia.

Section VII(I) is deleted in its entirety and replaced with the following: If a claim covered by this Agreement is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Agreement is covered by an insurance policy, manufacturer's warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty, recall, or legal action. In no event, however, shall we pay more than the applicable Limit of Liability.

**Illinois Residents:** Section VIII(D) is deleted in its entirety and replaced with the following: **We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice.** If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice. The notice of cancellation will include the reason and the effective date of cancellation.

The following is added to Section VIII of the Agreement: If this Agreement is cancelled at any time, We may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.

**Indiana Residents:** Proof of payment for this Agreement constitutes proof of payment to the insurer for the reimbursement insurance coverage specified in Section VII(P) of this Agreement.

**Maine Residents:** Section VIII(D) is deleted in its entirety and replaced with the following: We may cancel this Agreement by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Agreement for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid. We may also charge you an administrative fee for the cancellation, not to exceed 10% of the provider fee.

**Maine and Washington D.C. Residents:** The following is added to Section VIII(B) of the Agreement: If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within forty-five days after Your return of the service contract to Us, a 10% penalty per month will be added to the applicable refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.

Section VIII(C) of the Agreement is deleted in its entirety and replaced with the following: If You terminate this Agreement during the Free Look Period after making a claim or terminate this Agreement after the Free Look Period, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge you a reasonable administrative fee, not to exceed 10% of the contract price.

**Maryland Residents:** Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

**Michigan Residents:** If performance of this Agreement is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Agreement will be extended for the period of the applicable strike or work stoppage.

**Minnesota Residents:** Section VIII(D) is deleted in its entirety and replaced with the following: **We reserve the right to cancel this Agreement upon thirty (30) days written notice.** However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be made upon at least five days written notice to You. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

**Nevada Residents:** The following paragraph is added to Section V(B) of the Agreement: We will initiate repairs within 24 hours after you report the claim or as soon thereafter as reasonably practical. If We determine that repairs cannot be completed within 3 calendar days after the report of the claim, We will provide You and the Commissioner (at pcinsinfo@doi.nv.gov) with a status report. The status report will include the following: A list of the required repairs or services; the reason causing the delay; the status of any parts required; the current estimated time to complete the repairs or services; and contact information for You to make additional inquiries concerning any aspect of the claim. We will respond to such inquiries not later than 1 business day after such an inquiry is made. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

Section VII(N) is deleted in its entirety and replaced with the following: This Agreement is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This Agreement is non-transferable to a new address and is only valid for the original residence. Section VIII(B) is deleted in its entirety and replaced with the following: If you cancel this Agreement within the first thirty (30) days from the Purchase Date ("Free Look Period"), You will be refunded the full Agreement price. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from You during the Free Look Period. The refund shall be paid to the purchaser, or to the person authorized by the purchaser. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.

Section VIII(C) is deleted in its entirety and replaced with the following: If You cancel this Agreement after the Free Look Period, You will receive a pro-rata refund of the full Agreement price.

Section VIII(D) is deleted in its entirety and replaced with the following: **We reserve the right to cancel this Agreement upon thirty (30) days written notice,** in the event of customer fraud, material misrepresentation, or Your failure to pay. If We cancel the Agreement, You will receive a refund of the unearned pro-rata Agreement price. We may also cancel this Agreement due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Agreement, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or last renewed.

If the Agreement has been in effect for seventy (70) days or more, We may only cancel this Agreement before the expiration of the agreed term or one year after the effective date, whichever occurs first, due to the following: (1) Unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Agreement, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or last renewed; (2) discovery of fraud or material misrepresentation by the holder in obtaining the Agreement, or in presenting a claim for service; or (3) an act or omission by You or a violation by You of any condition of the Agreement, which occurred after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement. If we cancel this Agreement, no cancellation fee will be imposed and no deduction for claims paid will be applied. If You are paying for your Agreement on a monthly basis, We may not deny service to You for non-payment of the monthly fee; however, upon fifteen (15) days' notice of such non-payment by You, Your Agreement will be cancelled. The notice of cancellation will include the reason and the effective date of cancellation.

**New Hampshire Residents:** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

**New Jersey Residents:** The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

**New Mexico Residents:** The following is added to Section VIII(B) of the Agreement: "If you cancel this Agreement during the Free Look Period without making any claims and we do not provide the full refund within sixty days after your return of the Agreement, a 10% penalty per month will be added to the unpaid refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser."

Section VIII(C) is deleted in its entirety and replaced with the following: "If You terminate this Agreement during the Free Look Period after making a claim or after the Free Look Period, you will receive a pro rata refund based on the time expired, less the cost of any claims made and a reasonable administrative fee, not to exceed 10% of the contract price."

Section VIII(D) is deleted in its entirety and replaced with the following: "**We reserve the right to cancel this Agreement upon thirty (30) days written notice.** If We cancel the Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims made. No administrative fee will be imposed if We cancel the Agreement. If this Agreement has been in effect for at least seventy (70) days, We may not cancel this Agreement before the expiration of the agreed term or one year after this Agreement's effective date, whichever occurs first, except for the following reasons: 1) Your failure to make full payment by the due date; 2) Your conviction of a crime that results in an increase in the service required under the Agreement; 3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service thereunder; or 4) discovery of an act or omission by You or a violation by You of any condition under this Agreement, if it occurred after the effective date of this Agreement and substantially and materially increased the service required under this Agreement."

**New York and Washington Residents:** The following paragraph is added to Section VIII of the Agreement: "If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within thirty days after your return of the Agreement, a 10% penalty per month will be added to the refund. The right to void the Agreement during the Free Look Period is not transferable and applies only to the original contract purchaser."

**Oklahoma Residents:** Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial-use references in a service warranty contract. AIG WarrantyGuard, Inc.'s Oklahoma license number is 44201456.

Sections VIII(B)–(D) of this Agreement are deleted in their entirety and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact AIG WarrantyGuard, Inc. in writing at 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, Attn: PWSC Cancellations. If You cancel this Agreement within the first thirty (30) days of receipt, You will receive a full refund. If You cancel this Agreement after thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel this Agreement, We will refund one-hundred percent (100%) of the unearned pro-rata premium.

**Oregon Residents:** The license number for AIG WarrantyGuard, Inc. in Oregon is 208059.

**South Carolina Residents:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Telephone #: (800) 768-3467.

**Utah Residents:** This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.

The following is added to Section V(B) of the Agreement: Emergency repairs: If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report Your claim by calling the number above. In the event an emergency repair is required outside of the Administrator's normal business hours, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made.

Section VII(K)(8) is deleted in its entirety and replaced with the following: Repairs or replacements caused by pre-existing conditions, defects, or deficiencies that occurred prior to the effective date of the Agreement.

The following is added to Section VII(K): Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim.

Section VIII(D) is deleted in its entirety and replaced with the following: We may cancel this Agreement during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or

contemplated the risk when entering into the Agreement; or (c) substantial breaches of contractual duties, conditions, or warranties.

**Washington Residents:** Section VII(P) is deleted in its entirety and replaced with the following: **This Agreement is not a contract of insurance**, but the obligations of the Obligor are secured by an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819. You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of your Agreement when sending correspondence to the Insurer.

**Wisconsin Residents:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Section VIII(C) is deleted in its entirety and replaced with the following: "If You cancel this Agreement during the Free Look Period after making a claim or cancel this Agreement after the Free Look Period, We will refund 100% of the unearned pro rata provider fee, less the costs of any claims made and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee."

Section VIII(D) is deleted in its entirety and replaced with the following: "We may only cancel this Agreement for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Agreement for any reason other than nonpayment of the provider fee, we will refund 100% of the unearned pro rata provider fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee."

The following is added to Section VIII of the Agreement: "In the event of total loss of covered property that is not covered by a replacement of the property under this Agreement, You may cancel this Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid."