

**HomePRO PM 1-year Annual
TERMS AND CONDITIONS
(PPM-HW- 003 (11/21))**



Dealer Name
Dealer Address
Dealer City, ST, and Zip

Declaration of Coverage

<contract.customer.firstName> <contract.customer.lastName>	Covered Property Address: <contract.customer.address1> <contract.customer.address2> <contract.customer.city>, <contract.customer.state> <contract.customer.postalCode>
Certificate/ Plan Number: <contract.contractNumber>	Plan Price (<i>Initial Term</i>): <contract.retailCost.amount>
Plan Purchase Date: <contract.saleDate>	Service Plan Effective Date: <contract.effectiveDate>
Plan Term: <Term> Months	Contract Expiration Date: <contract.expirationDate>
Service Fee: <Deductible>	<u>WAIT PERIOD <WAIT_PERIOD> DAYS</u>

This Declaration of Coverage, the Terms and Conditions, and any applicable state-specific amendments constitute the entire agreement between you and us. Please read your entire agreement carefully and keep it in a safe place. The specific property covered under this plan is listed above. The products covered with their total coverage limits are defined below.

Covered Product (s)	Covered	12-month limit of liability
Major Appliance (up to 7)	Y	\$1,000 per product
Air Conditioning System (1)	Y	\$1,500
Heating System (1)	Y	\$1,500
Water Heater (1)	Y	\$1,000
Plumbing	Y	\$1,000
Plumbing Fixtures	Y	\$1,000
Electrical	Y	\$1,000
System Access	Y	\$1,000
TOTAL PLAN		\$2,500

In the event of a covered breakdown or if you have any questions about billing or enrollment, please call us at 800-850-2799 or go to <https://www.pwsc.com/claims-center/> to initiate a service request.

Administrator:
PWSC
4795 Meadow Wood Lane, Suite 300 West
Chantilly, VA 20151

Terms and Conditions

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

I. Definitions:

A. The following provides definitions regarding the parties to the contract:

1. "Named Administrator" shall mean the Administrator listed on Your Declaration Of Coverage.
2. Throughout this document, "You" and "Your" refers to the purchaser listed on the Declaration of Coverage.
3. "We," "Us," and "Our" refers to the obligor of the contract, who shall be Ironwood Warranty, LLC located at 400 Missouri Ave., Suite 120, Jeffersonville, IN 47130.

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

1. "Authorized Repair Technician" means the service provider We assign in response to request for Service ("Service Request").
2. "Breakdown" means a mechanical or electrical failure of the Covered Products under Your Service Plan to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
3. "Coverage Period" has the meaning set forth in Section II(A) of this Service Plan.
4. "Covered Product(s)" means: the products listed on the Declaration of Coverage that are located inside the confines of the Named Location, are in proper working order on the Service Plan Purchase Date, and become inoperative due to a Breakdown during the Coverage Period.
5. "Declaration of Coverage" means the description of coverage document attached to this Service Plan that lists Your Covered Product(s) and the details of Your Service Plan(s).
6. "Expiration Date" means the date that the Term of this Service Plan terminates and expires, as set forth on Your Declaration of Coverage.
7. "Major Appliance" means up to one (1) each of the following Covered Products: refrigerator, range, dishwasher, microwave oven, clothes washer, clothes dryer, or garbage disposal.
8. "Named Location" means the address of the Rented or Leased Residential Dwelling listed on the Declaration of Coverage where the Covered Products are located.
9. "Monthly Payment Amount" means the monthly amount You pay of the Service Plan Price.
10. "Payment Terms" describes the way You elect to pay the Service Plan Price for Your Service Plan, either in one payment or in equal monthly payments for the Term.
11. "Rented or Leased Residential Dwelling" means residential rental homes, condos or apartments which exist permanently on land. Rented or Leased Residential Dwellings do not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities, nor dwelling located not attached to a permanent foundation such as house boats, or recreational vehicles.
12. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair any Covered Item in accordance with the provisions set forth in this Service Plan.
13. "Service Plan" (or "Plan") means the service plan purchased, as shown on the Declaration of Coverage and governed under these terms and conditions.
14. "Service Plan Effective Date" means the date that You become eligible for coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
15. "Service Plan Price" means the total price for Your Service Plan You pay in one payment or in equal monthly payments for the Term.

16. "Service Plan Purchase Date" means the date that You purchased Your Service Plan. The Service Plan Purchase Date is stated on Your Declaration of Coverage. "Term" has the meaning set forth in Section II(A) of this Service Plan.
17. **"WAIT PERIODS" MEANS THE WAIT PERIOD DEFINED IN SECTIONS II (B) AND (D).**

II. Coverage Period:

- A. The Coverage Period for Your Service Plan is listed on the Declaration of Coverage under Term. Your Coverage shall commence on the Coverage Start Date and remains in effect for the term listed on Your Declaration of Coverage.
- B. **A WAIT PERIOD APPLIES TO YOUR SERVICE PLAN IF LISTED ON THE DECLARATION OF COVERAGE. THE WAIT PERIOD STARTS ON THE PLAN PURCHASE DATE AND REMAINS IN EFFECT FOR THE PERIOD LISTED ON YOUR DECLARATION OF COVERAGE. AFTER THE COVERAGE START DATE, COVERAGE WILL CONTINUE AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.**
- C. During the coverage period, We will arrange for an Authorized Repair Technician to service or repair covered items, due to a Breakdown. This Service Plan provides coverage only for the plan You have selected and for those items specifically listed as being covered, as indicated on Your Declaration of Coverage. No other coverage will be provided and coverage is subject to limitations and conditions specified in this Service Plan.
- D. **THE WAIT PERIODS DO NOT APPLY TO ANY CONTINUOUSLY UNINTERRUPTED RENEWAL TERMS UNDER THIS SERVICE PLAN.**

III. Your Responsibilities:

- A. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
- B. You are required to pay the Plan Price at the start of the Plan for the initial Plan Term as indicated on the Declaration of Coverage, unless You elect to pay the Plan Price in equal monthly payments for the Term.
- C. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XII. if you have not paid Your Monthly Payment Amount by its due date.

IV. To Obtain Service:

To request service, please contact Us by calling toll-free at [833-378-2215].

- A. Notice of any Breakdown must be given to Us immediately upon discovery and must have occurred during the Coverage Period.
- B. The Plan must be paid in full or You must have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Service Plan Price due from You, regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Plan, at Our sole discretion
- C. We will not pay for any services or parts provided without Our prior authorization.

- D. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network, provided they can show sufficient proof of insurance and are fully licensed to perform such service.
- E. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Service Plan does not apply, or no Breakdown is discovered, You are required to pay the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

V. WHAT THIS SERVICE PLAN COVERS

COVERED PRODUCT BREAKDOWNS. During the Coverage Period, this Service Plan provides for the service, repair or replacement of the covered parts and labor due to a Breakdown. This Service Plan only provides coverage for Covered Products located in Rented or Leased Residential Dwelling at the Named Location. **This Service Plan does not cover common areas or items shared with non-purchasers of this Service Plan.** This Service Plan only provides coverage for properties which are utilized as Rented or Leased Residential Dwellings. See Sections V. and VI. below for further conditions, limitations and exclusions of coverage.

The Covered Product(s) must be:

- 1) Located within the confines of the main foundation of the Rented or Leased Residential Dwelling (with exception of the exterior air conditioner);
- 2) In good working order on the Service Plan Effective Date;
- 3) Properly installed and maintained throughout the Coverage Period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a Rented or Leased Residential Dwelling).

Product Coverage:

All brands of equipment will be covered under the Service Plan subject to availability of repair parts. Only those items specifically named as Covered Products are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

- A. Heating and Cooling: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limits include any costs for access, diagnosis, repair/replacement. Please review Your Declaration of Coverage.
 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, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$100 per Term), Refrigerant line sets, Refrigerant reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and wifi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, 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, 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, thermostat software and wifi connectivity, 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.**
- B. Water Heater: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
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.**
- C. Home Appliances: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
1. Range/Oven/Cooktop: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. 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. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa**
 2. Refrigerator (with icemaker): **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. NOT COVERED: Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product. Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.**
 3. Clothes Washer: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. 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.**
 4. Clothes Dryer: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. NOT COVERED: Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
 5. Dishwasher: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. NOT COVERED: Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher**
 6. Microwaves: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. NOT COVERED: door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids**
 7. Garbage Disposal: **COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food.**

- D. Plumbing & Electrical Systems: This coverage applies if listed on the Declaration of Coverage page. We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement, including repair of access, if required. If repair requires the need to go through walls or floors to access the system, this Plan only covers the closing of that access, up to the limit defined on the Declaration of Coverage under System Access.
1. 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.**
 2. Plumbing System & Stoppages: COVERED: All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, Interior and Exterior Hose Bibs installed at the time the dwelling was built. 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: All piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, or water supply lines to the refrigerator. 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.**
 3. Plumbing Fixtures: COVERED: Faucets, Valves, Shower Heads and Nozzles. Toilets and Toilet Parts. **NOT COVERED: Toilet seats (unless toilet is replaced); bath tubs; and shower enclosures and base pans.**

VI. LIMIT OF LIABILITY AND CONDITIONS:

- A. Our limit of liability to pay for the repair or replacement of a Covered Product during the Term will not exceed the Covered Product's original purchase price. The Covered Product's limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the Term.
- B. We have the sole right to determine whether a Covered Product needs to be repaired/replaced. If We decide to replace the covered appliance, item or system, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances 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 settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair 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 Service Plan must be in good working condition as of the Service Plan Effective Date and be reasonably clean and accessible at the time of service.

- E. We reserve the right to obtain a second opinion at Our expense.
- F. We reserve the right to use a qualified Authorized Repair Technician, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Service Plan.
- G. We reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Service Plan.
- H. We are not a service provider and are not Ourselves undertaking to repair any such systems or components.
- I. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Service Plan, this Service Plan will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
- J. Coverage under this Service Plan is not transferrable.

VII. EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

- A. **Manufacturers Responsibilities:** The Service Plan complements but does not replace the manufacturer's warranty for any Covered Product. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.
- B. Products or systems that are not installed according to the published installation instructions.
- C. Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose—whether performed by a contractor, service company, or yourself.
- D. Damage caused by the use of cleaners not in compliance with cleaning recommendations.
- E. Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.
- F. Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.
- G. Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.
- H. Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.
- I. Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.
- J. Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including damages to the finish of the appliance or home, floors, cabinets, countertops, and walls.
- K. Damage caused by children, animals, plants, or insects.
- L. **Force Majeure:** Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.
- M. Covered Item(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.

- N. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product.
- O. Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.
- P. Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.
- Q. Noises associated with normal operation.
- R. Pickup or delivery of Covered Products for repair. Coverage is for on-site repair of Covered Products only.
- S. Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.
- T. Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.
- U. Service trips to teach the end-user how to use the product.
- V. Incompatible systems.
- W. Maintenance of equipment.

Repair costs for any circumstances not covered by this Service Plan shall be borne by the contract holder.

VIII. ACCESSIBILITY OF PRODUCT:

If Service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

IX. FEES and CHARGES:

- A. If a monthly plan payment is not collected on a scheduled payment date, service under this Service Plan may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation section XII.
- B. The price of this Service Plan 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 Service Plan by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XII below.

X. LAWS, CODES and REGULATIONS:

This Service Plan 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. This includes 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.

XI. RENEWAL:

This Service Plan may be renewed at Our sole discretion.

XII. CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN:

- A. You may cancel the Service Plan only by contacting Us or the Named Administrator in writing at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223. Cancellation becomes effective at the end of the current month of coverage.

- B. If You cancel Your Service Plan within 30 days of the Service Plan Purchase Date, You will receive a 100% refund of the Service Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- C. If you cancel this Plan after the first thirty (30) days from the Service Plan Purchase Date:
 - 1. If You cancel after the first thirty (30) days from purchase of Your Service Plan, You will receive a pro rata refund of the Service Plan Price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
 - 2. If You are paying on a monthly basis, Your Service Plan will run through the end of the month paid and You will not be charged again; and You will not receive a refund.
- D. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of material misrepresentation by You, or a substantial breach of duties by You. In the event of cancellation for 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.
- E. If You are paying the Service Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Service Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel Your Service Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If Your Service Plan was inadvertently sold to You on a property which is not eligible for coverage under this Service Plan, We will cancel this Service Plan and return the full Service Plan Price or Monthly Payment Amount(s) paid by You.
- F. We reserve the right to update or modify the Terms and Conditions of this Service Plan upon thirty (30) days written notice.

XIII. RESOLUTION OF DISPUTES

- A. This provision constitutes an Service Plan to resolve any disputes, claims or controversies under this Service Plan through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- B. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.
- C. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SERVICE PLAN OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.
- D. Unless otherwise required by the laws of the state where the Covered Property is located, this Service Plan will be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflicts of law.
- E. Any legal or judicial proceeding commenced by or on behalf of You under this Service Plan (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. BY ENTERING INTO THIS SERVICE PLAN, YOU UNDERSTAND AND

AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.

- F. Any failure by Us to assert a right or enforce a requirement under this Service Plan shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

XIV. Insurance: This Service Plan is not a contract of insurance, but it is secured by an insurance policy in the following states provided by Hornbeam Insurance Company, 471 W. Main St., Suite 302, Louisville, KY 40202, 1-833-637-0114 (the “Insurer”).

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, 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 Plan when sending correspondence to the Insurer.

The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities 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.

XV. STATE REQUIREMENTS AND DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Service Plan, which conflicts with the laws of the state where You reside, 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.