

GUARDSMAN 360 HOME WARRANTY SERVICE AGREEMENT

CONGRATULATIONS! Thank You for Your recent purchase of the Guardsman 360 Home Warranty Service Agreement. We hope You enjoy the added comfort and protection this plan provides. Please keep this document along with Your Declaration Page as You will need them to verify Your coverage at the time of Claim. This information will serve as a valuable reference guide and will help You determine what is covered by this Protection Plan. From date of purchase, the Administrator will assist You in understanding Your plan's benefits. These terms and conditions, along with your receipt for payment(s) and Your declaration page, constitute the entire Agreement between the parties to this plan inclusive of all obligations and duties (collectively, the "Plan"). This is not a contract of insurance.

DEFINITIONS

"We," "Us" and "Our": refer to TMI Solutions, LLC ("Administrator"), as the party obligated to perform the services described in this Plan.

"You" and "Your": refer to you, the Service Agreement holder, as identified on your application and/or receipt for payment.

YOUR RESPONSIBILITIES

1. Each Covered Product must be in good working condition at the time of Plan purchase; **any faults identified within 30 days of the initial purchase will be recorded as a pre-existing defect and will not be covered.**
2. You must follow the manufacturer's instructions for proper use, care and maintenance of the Covered Product. Maintenance records will be required when initiating a claim for a Covered Product. **A product owned by anyone other than you will not be covered under this Plan.**
3. Any abuse by or permitted by you including, but not limited to, seeking repair of products not belonging to you, may result in termination of the Plan. You authorize us to install any component, wiring and parts to your covered product, as needed, to provide the services described under this Agreement. You acknowledge and agree that neither We nor Guardsman will be responsible for any secondary or consequential damages.

SAMPLE

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. This Service Agreement becomes effective upon acceptance of Your application by Us and receipt of any applicable Service Agreement fees.
2. **COVERAGE FOR A FAILURE (AS DEFINED) BEGINS UPON EXPIRATION OF A 30-DAY WAITING PERIOD,** or expiration of the shortest portion of the manufacturer's original parts and/or labor warranty of the Covered Item – whichever is later- and continues for the remainder of Your Term shown on Your Service Agreement Declaration Page.

NOTICE: DURING THE 30 DAY WAITING PERIOD NO CLAIMS WILL BE CONSIDERED.

MONTHLY BILLING (if elected and applicable to You)

When paying Your Service Agreement Fee on a monthly basis, coverage begins on the Effective Date and continues each new month as long as Your monthly Service Contract fee is paid on time (subject to the "Cancellation" provision). If You submit a Claim during a time in which there are unpaid Service Contract Fee charges due from You, regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Contract (at Our sole discretion).

REQUESTING SERVICE (HOW TO FILE A CLAIM)

1. Call toll-free 1-800-973-7929 with Your Declaration Page readily available. You must notify the Administrator immediately upon discovery of any mechanical failure, and prior to the expiration of the Term of the Service Agreement during which the failure occurred.
2. You shall not obtain, repair, or replace without prior authorization from the Administrator. Work started or performed prior to authorization could result in Claim denial.
3. Once claim is filed, approved, and Service Fee is collected, We will initiate service within 48 hours. **NOTE: Service Fees are per occurrence unless the Claim is under Our 30-day warranty. Repair service will be available Monday-Friday during regular business hours, except holidays. We have the sole right to select the servicing contractor.**

Coverage under this plan continues after each repair. At Our sole discretion We may determine that Your covered product cannot be repaired and will either provide a replacement of like kind and quality or issue a refund in the amount up to the limit of this Service Agreement. A refund will satisfy our full obligations under this Service Agreement.

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COVERAGE (IN GENERAL)

This Service Agreement provides coverage for each system and item registered on your application for this Plan that is installed in the home and in proper working condition on the effective date of this Plan ("Covered Products"). Coverage includes only Covered Products, excluding all others and is subject to the limitations, exclusions, and provisions set forth in this Plan. This Plan provides for the repair to normal operating condition of a system or item which has been registered in your application as a Covered Product, has failed due to defects in materials during normal use during the Term of this Plan. This Plan covers Covered Products used in your home located in the United States of America, **except California. Coverage is for owned or rented residential property, not commercial property or premises converted into a business.**

IMPORTANT: THE COVERAGE DESCRIBED IN THIS SERVICE AGREEMENT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS USED TO REPAIR OR REPLACE YOUR DEVICE MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR DEVICE. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original covered item, and no refunds will be made based on the replacement product cost difference. Any and all parts or unit replaced under this Service Agreement become Our property in their entirety. In no event shall the Administrator be liable for any damages as a result of the unavailability of a replacement product, including matching colors or finishes..

DESCRIPTION OF COVERED ITEMS – COVERAGE PLAN OPTIONS

1. APPLIANCE PLAN PACKAGE: There is no limit to the *number* of Claims that can be filed during the Term of this Agreement; only a maximum *amount* in which We will pay. **LIMIT OF LIABILITY:** The maximum amount that We will pay for the repair or replacement of covered parts and/or components varies by appliance type and is shown below.

For Food Loss (as a result of mechanical malfunction) the maximum benefit amount for all claims is **\$150.00**.

a. Refrigerator w/ built-in ice maker

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: filters, doors, door cables, door glass, door seals, drawers, water supply lines, shelves, filters and screens, standalone or self-contained icemakers and ice/water dispensers, secondary units, light bulbs and fixtures, interior lining, internal shelves, springs; structural components, knobs and handles, conditions of water flow restriction due to scale, minerals and other deposits.

b. Freezer (standalone)

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Doors, door cables, door seals, drawers, shelves, filters and screens, secondary units, light bulbs and fixtures, interior lining, internal shelves, springs; structural components, knobs and handles.

c. Oven

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Rotisseries and probes, timers and clocks, drawers, door cables, door glass, door seals, secondary units, light bulbs and fixtures, interior lining, self-cleaning mechanisms including door latches, springs; structural components, knobs and handles.

d. Cooktop

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Timers and clocks, secondary units, springs; structural components, knobs and handles.

e. Range

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: drip pans, sensi-temp/sensi-heat burners, rotisseries and probes, timers and clocks, drawers, filters and screens, doors; door cables; door glass; door seals secondary units, interior lining, self-cleaning mechanisms including door latches, springs; structural components, knobs and handles.

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f. **Microwave (built-in/countertop)**

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Rotisseries and probes, timers and clocks, filters and screens, doors; door cables; door glass; door seals, secondary units, light bulbs and fixtures, interior lining, springs; structural components, knobs and handles.

g. **Clothes Washer**

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Damage to clothing, doors, door cables, door glass, door seals, drawers, drums, washing machine agitators, filters and screens, water supply lines, secondary units, light bulbs and fixtures, interior lining, springs; structural components, knobs and handles, conditions of water flow restriction due to scale, minerals and other deposits.

h. **Clothes Dryer**

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Damage to clothing, doors, door cables, door glass, door seals, drawers; drums, removable mini-tubs, rollers other than clothes dryer drum rollers, filters and screens, secondary units, light bulbs and fixtures, interior lining, springs, structural components, knobs and handles, venting.

i. **Dishwasher**

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: Drums, shelves, filters and screens, water supply lines, secondary units, interior lining, racks, springs; structural components, knobs and handles, conditions of water flow restriction due to scale, minerals and other deposits.

j. **Exhaust Hood/Kitchen Fan**

Maximum benefit for all claims in accordance with Your Term: \$1000.

Excluded: exhaust fan not solely for venting range, cooktop, furnes, filters and screens, rooftop exhaust units.

k. **Garbage Disposals**

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: water supply lines, secondary units, springs; structural components.

l. **Instant Hot Water Dispenser**

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: filters and screens, water supply lines, secondary units, springs; structural components.

m. **Trash Compactors**

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: Problems and or jams caused by failure to follow the manufacturer's stated operating procedures.

2. MAJOR SYSTEMS PLAN: There is no limit to the number of Claims that can be filed during the Term of the Plan; only a maximum amount in which We will pay. **LIMIT OF LIABILITY – PER EACH COVERED SYSTEM BELOW:** The maximum amount that We will pay for the repair or replacement of covered parts and/or components varies by system and is listed below.

- a. **PRIMARY CENTRAL HEATING (FURNACE) SYSTEM:** defined as the main heat source of the dwelling to include heat pump. Coverage provided for one (1) system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in dwelling. Maximum benefit for all Claims in accordance with Your Terms is \$2500 for the primary central heating (furnace) system with ductwork.

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Covered: Mechanical parts and components of covered heating systems including: heat pump; blower fan motors; burners; controls; fan blades; heat/ cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls; wiring; relays; motors; switches; electric baseboard heat if primary source of heat in home; forced air systems; evaporator coils; air handling unit; air handling transition.

Exclusions: Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; concrete encased steam or radiant heating coils or lines; conditions of water flow restriction due to scale, minerals and other deposits; fossil fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; pressure regulators; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; and structural components.

- b. **PRIMARY AIR CONDITIONING SYSTEM:** defined as the main cooling source of the dwelling.

Maximum benefit for all Claims in accordance with Your term is \$2500 for the primary air conditioning system with ductwork.

Covered: Mechanical parts and components of one (1) centrally ducted air conditioning system, heat pumps system, evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressor; condenser; condenser fan motor; condenser coil; evaporator coil; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motor (excludes dampers); primary condensate drain pan; refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding interconnecting lines and non-thermo piping); reversing valve; valves and controls; and thermostats (electronic set back units will be replaced only with standard units). We cover system with maximum of five (5) ton capacity and designed for residential applications.

Exclusions: Primary/secondary condensate pumps and lines; asbestos insulated ductwork or piping; concrete encased or inaccessible ductwork; dampers; filters (including electronic, electrostatic and de-ionizing filter systems); fossil fuel control systems and other energy management systems and controls; geothermal piping; heat recovery unit; humidifiers; interconnecting refrigerant lines (external of the Covered Product); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; structural components; water pumps, valves and lines (external of the condenser unit); wall units (except as noted above); window units, and water cooling towers. Gas systems, including ammonia systems, and chilled water systems, are not covered.

- c. **DUCTWORK (if applicable):** This covers all ductwork when repair or replacement of the heating and air conditioning unit is required.

Exclusions: Registers, grills, insulation and concrete encased ductwork if access is required to normally inaccessible ductwork the servicer will only restore opening to a "rough finish" condition.

- d. **ELECTRICAL SYSTEMS**

Maximum benefit for all Claims in accordance with Your Term is \$1,000.

Covered: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of the following: ceiling fan motors and their controls (excluding transmitters and remotes); 2 garage door openers; interior standard light switches, main breaker or fuse panel/box receptacles and general line voltage wiring.

Exclusions: Batteries; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, smoke or carbon monoxide alarm and/or detection systems and batteries; garage door assemblies including door panels, tracks, rollers, hinges, cables and springs; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; sending units; service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload and power failure/ shortage or surge, are not covered.

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e. HOT WATER HEATER

Maximum benefit for all Claims in accordance with Your Term is \$1500.

Covered: Mechanical parts and components of one (1) water heater, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Includes mechanical failure resulting from sediment buildup.

Exclusions: Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; point of service and/or hot water dispensers; racks; straps; timers; and solar heaters, including all parts and components.

e. PLUMBING

Maximum benefit for all Claims in accordance with Your Term is \$1,000.

Covered: Breaks and leaks on exposed water, gas, and drain lines within the perimeter of the main dwelling. Servicer will clear all drain and waste line stoppages which can be cleared with 100 feet of sewer cable, EXCEPT the recurrence of stoppage within 15 days of a previous stoppage. Mechanical parts and components of the following: garbage disposal; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank; a sump pump assembly located within the home and hard piped installed.

Exclusions: Assembly parts within the water closet tank, toilet wax ring seal, plumbing fixtures, faucets, sewage ejector pumps, holding tanks, caulking, grouting, shower base pans, enclosures, tub, shower and diverter valves, pop-up drain parts and components, toilet tanks, toilet bowls, toilet lids or toilet seats. Also, water restrictions caused by inadequate supply or improper design, rust or other deposits within the pipes, septic tanks, collapse of piping or damage caused by freeze or root damage. Items behind walls, floors or ceiling are not covered.

3. **TOTAL PACKAGE PLAN** In addition to the coverage listed in the Appliance and Major Systems Plans, this Plan also includes the following:

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a. Bathroom exhaust fans

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: filters and screens rooftop exhaust units, improper wiring, installation issues, physical damage.

b. Ceiling fans

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: Wi-Fi connectivity, remotes, light fixtures on ceiling fans, removable attachments and wall fans.

c. Doorbell

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: Wi-Fi connectivity, water damage, power failure, improper wiring, installation issues, physical damage.

d. Garage door opener

Maximum benefit for all claims in accordance with Your Term: \$500.

Excluded: Cables, handles, wheels, doors, hinges, remote Transmitters, frequency interference, lights, wi-fi connectivity, exterior mounted keypads, springs, tracks, or track assemblies.

AGGREGATE LIMIT OF LIABILITY

Appliance and Major Systems Plan: All systems and components combined are subject to a \$5,000 aggregate limit.

Total Package Plan: All systems and components combined are subject to a \$7,500 aggregate limit. In no event shall we be liable for claims in excess of the claim limits or aggregate limit during the Term of this Service Agreement.

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OPTIONAL COVERAGE

Applicable only if indicated on the declaration page and if appropriate payment is received by Administrator. Optional coverage available as stated below.

- a. **SECONDARY HEATING or AIR CONDITIONING SYSTEM(S):** Optional coverage includes parts and components same as the primary units with a capacity of 5 tons or less.

Maximum benefit for all Claims in accordance with Your Term is \$1500.

Exclusions: With respect to secondary heating system(s), those items and events indicated as "Not Covered" in connection with coverage above for a Primary Central Heating (Furnace) System. With respect to secondary air conditioning system(s), those items and events indicated as "Not Covered" in connection with coverage above for a Primary Air Conditioning System.

- b. **SWIMMING POOL AND SPA EQUIPMENT:** Optional coverage includes filters, heaters, pumps, motors, gaskets, relays, impellers, timers, backflush valve and above ground plumbing lines leading to and from the pool and spa.

Maximum benefit for all Claims in accordance with Your Term is \$500.

Exclusions: Cleaning Covered Product, pool sweeps, concrete encased or underground plumbing, electrical lines and lights, structural defects, code violations, solar water heaters, liners or freeze damage.

- c. **SEPTIC SYSTEM:** Optional coverage includes sewage ejector pump, jet pump, aerobic pump, septic tank and line from house.

Maximum benefit for all Claims (including access, diagnosis, and repair and/or replacement) in accordance with Your Term is \$500.

Exclusions: Leach lines, field lines, lateral lines, tile fields, and leach pits; insufficient capacity; pump out, and cleaning.

SAMPLE

GENERAL EXCLUSIONS

- Commercial use;
- Any failure resulting from wear and tear, any failure resulting from electrical failure due to low or improper battery charge, collision; internal or external fire; theft; vandalism; riot; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; salt; environmental damage; contamination or loss of fluids, fuels, coolants or lubricants;
- Any failure caused by misuse; abuse; negligence; lack of normal maintenance required by the manufacturer's maintenance schedule for your Covered Product; improper servicing by you after the effective date of this contract; sludge build-up or not maintaining proper levels of lubricants and/or coolants; or not protecting the Covered Product from further damage when a failure has occurred;
- Any repair or replacement of a covered part if a failure has not occurred or if the wear on that part has not exceeded the field tolerances permitted by the manufacturer;
- Any product that has received alterations; or, if you are using, or have used, your Covered Product in a manner not recommended by the manufacturer;
- Any liability for property damage or injury or death of any persons arising out of the operation, maintenance or use of your Covered Product, whether or not related to the parts covered. Loss of time, profit, inconvenience, or any other loss that results from a failure;
- Any cosmetic or finish deficiencies;
- Repairs to seized or damaged Covered Products due to continued operation without sufficient lubricants or coolant;
- Any failure covered by an insurance policy; warranty from the manufacturer including; a repairer's guarantee/warranty; or failures for which the manufacturer has announced its responsibility through any means, including recall campaigns and factory service bulletins;
- Any failure occurring prior to the contract purchase date, or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate;
- Any Covered Product that has been registered for less than 30 days;
- Liquid immersion of any kind or failure due to general environmental conditions including, but not limited to, rust, corrosion, mold or dust; animal or insect damage;
- Improper electrical wiring and connections; improper installation, or setup; user facilitated minor adjustments and settings outlined in the Covered Product's owner's manual; inaccessible Covered Product or parts;
- Acts of God such as fire, lightning, water, windstorm, sand, dirt, hail or earthquake; civil disorder; riot; nuclear accident; malicious mischief;
- Any consumable part, such as remote controls or batteries or failure due to batteries; costs due to routine maintenance, customer education, or no problem found;

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16. Peripherals, adjunct devices or any device that is not built into your Covered Product's housing;
17. Unintentional or accidental loss or damage not resulting from normal and customary use and handling of the Covered Product such as, but not limited to, the spilling of liquid on the Covered Product or the dropping of the Covered Product;
18. Damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of a covered item such as, but not limited to, appearance parts or decorative finishing;
19. Problems caused by abuse, misuse, improper installation, or collision with any object;
20. Problems resulting from the original manufacturer's design plan or manufacturing process (as determined solely by us);
21. Special, indirect, secondary, consequential or incidental damage; loss of use, or property damage or loss of the Covered Product while in storage or in the course of transit, delivery or redelivery;
22. Any damage of defect covered by that which is commonly covered by homeowner's insurance;
23. Repair of internal cavity parts or internal and external cabinet parts of appliances or systems;
24. Normal maintenance, adjustments, abuse, defect or failure of any system or appliance caused by fire, flood, wind, water, lightning, earthquake, freeze, ice, snow, sleet, rust, corrosion, atmospheric or geologic conditions, animal or insect damage, explosion, war, act of civil or military authority, vandalism, crime, malicious mischief or accident;
25. Theft or loss of the Covered Product;
26. Any solar device;
27. Gas log lighters (Please see CO specific terms regarding the replacement of gas fueled appliances.);
28. Septic tanks unless appropriate Optional Coverage has been purchased;
29. Any permits needed to effect or complete a repair;
30. Except for certain plumbing, heating and ductwork repairs specifically described herein, We do not provide for the cost of gaining access to and closing access from the system or appliance; nor does it provide for restoration of walls, floor coverings, cabinets, or for cosmetic items;
31. Additional cost and expense when current zoning or building codes prevent restoration to original condition or when additional zoning or building code requirements must be met in order to effect or complete the repair of a system;
32. In the event of total loss of the home by fire, wind, theft or other Acts of God, Administrator's obligations hereunder shall be suspended until receipt of a Certificate of Occupancy is issued in accordance with local statutes. Upon receipt, Administrator will reactivate coverage under this Plan to the completion of the original term written;
33. In the event of default of the mortgage or abandonment, the Plan becomes null and void and may not be assigned to any subsequent owner;

Neither We nor Our vendors, suppliers or licensors are liable for any direct or indirect damages, but of or in connection with any: (a) act or omission by you, or another person or company; (b) provision or failure to provide services; (c) interruptions or failures in accessing or attempting to access any services. Certain portions of the services will be provided by parties that are independent contractors to us. Except as described in these terms and conditions, these services are provided "as is" and all express and implied warranties related to the services are hereby disclaimed, including any implied warranties related to the services, including any implied warranty of non-infringement, merchantability, or fitness for a particular purpose. We do not promise uninterrupted or error-free service, and you will hold us harmless for all such and similar issues. We disclaim and are not liable for any act or omission committed by any such independent contractors. If We are found to be responsible to You for monetary direct damages relating to these services, You agree that any such damages will not exceed the charge You paid for this Service Agreement.

TRANSFERABILITY

You may not transfer or assign this Service Agreement, any interest in this Agreement, or any benefits under this Agreement, to another party.

RENEWABILITY

This Service Agreement may automatically renew for a Term of twelve (12) months once the original Term has been completed unless you cancel this Plan. Please review the Cancellation section below for instructions. A renewal notice will be provided to you at least thirty (30) days before this Plan automatically renews.

CANCELLATION

- You may cancel this Service Agreement at any time, for any reason by informing Us by calling 1-(800) 973-7929.
- We may elect to cancel this Service Agreement by providing You thirty (30) days written notice to You at your last known address.
- We are not required to provide written notice if the reason for cancellation is nonpayment of the fee for this Agreement, material misrepresentation by You directly or indirectly to the Administrator, a substantial breach of duties by You relating to the Covered Product or its use, or abuse of this Agreement by you including, but not limited to, seeking repair of

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Covered Product not belonging to you, may result in termination of the Plan. In the event this Agreement is canceled by Us, return of the premium shall be based upon 100 percent of unearned prorated premium minus any Claims that occurred while this Agreement was in effect (unless state law provides otherwise). Upon any other termination or cancellation by You or Us, You will have coverage provided, at no cost from the date of termination or cancellation plus an additional thirty (30) days. The dollar amount to be returned to you will be determined by taking 90 percent of the initial charge, prorating such amount to determine the value remaining on this Agreement, and deducting therefrom Claims incurred while this Agreement was in effect (unless state law provides otherwise).

ARBITRATION

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR PURCHASE OR USE OF THIS PROTECTION PLAN WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS PROTECTION PLAN. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES) AND MUST FOLLOW THE TERMS AND CONDITIONS OF THIS PROTECTION PLAN AS THE COURT WOULD. TO BEGIN AN ARBITRATION PROCEEDING, YOU MUST SEND A LETTER REQUESTING ARBITRATION AND DESCRIBING YOUR CLAIM TO ADMINISTRATOR AT P.O. BOX 1189, BEDFORD, TX 76095, ATTN: LEGAL DEPT. THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS RULES, INCLUDING THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. WE WILL REIMBURSE THOSE FEES FOR CLAIMS TOTALING LESS THAN \$10,000 UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. LIKEWISE, WE WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, OR IN PERSON IN THE COUNTY WHERE YOU LIVE OR AT ANOTHER MUTUALLY AGREED LOCATION. **WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

By purchasing this Protection Plan, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern the Terms and Conditions and any dispute of any sort that might arise between You and Us.

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FINANCIAL RESPONSIBILITY

Financial Responsibility. Obligations of the provider under this Plan are backed by the full faith and credit of TMI Solutions as the provider of this Plan and are not guaranteed under a service contract reimbursement policy. The address for TMI Solutions is PO Box 247, Roswell, GA 30077. TMI Solutions may delegate any or all of its administrative responsibilities under this Plan as permitted by applicable law.

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions apply only to Plans purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Plans purchased over the telephone or Internet, refer to the state in which you reside.

AL, AR, LA, MA, ME, MN, MO, NM, NV, NY, SC, VA, WA and WY Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you, or within 10 days of delivery, if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of this Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser.

AL, AR, HI, LA, MD, MN, MO, NV, SC, TX, VA and WY Only. A 10% penalty per month will be added to a refund that is not made within 45 days of returning this Plan to us.

FL and OK Only. If you cancel this Plan, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on your behalf. If we cancel this Plan, return of premium will be based upon 100% of unearned pro rata premium less any claims paid, or the cost of repairs made on your behalf.

MD and VT Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you or delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of the Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser.

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NV and NM Only. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date, whichever occurs first except for: (a) failure by you to pay any amount under this Plan when due; (b) your conviction of a crime which results in an increase in the service required under this Plan; (c) discovery of fraud or material misrepresentation by you in obtaining this Plan, or in presenting a claim under this Plan; or, (d) your act or omission, or your violation of any condition of this Plan, the discovery of which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan. Cancellation of this Plan as permitted hereunder is effective 15 days after we mail the cancellation notice to you.

NY and WA Only. A 10% penalty per month will be added to a refund that is not made within 30 days of return of this Plan to us.

AL Only. If you submit a written request to cancel this Plan, you will be provided a pro rata refund of the Plan's full purchase price less an administrative fee of up to \$25.

AZ Only. Cancellation Section: Cancellation Section: If this Plan is cancelled, you will be provided with a pro rata refund based upon 100% of the purchase price of this plan, after deductions for any covered claim incurred or paid. **No cancellations fees will apply to AZ residents. Arbitration Section:** Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs. **Exclusions: The following does not apply to AZ residents:** Neither We nor Our vendors, suppliers or licensors are liable for any direct or indirect damages arising out of or in connection with any: (a) act or omission by you, or another person or company; (b) provision or failure to provide services; (c) interruptions or failures in accessing or attempting to access any services. Certain portions of the services will be provided by parties that are independent contractors to us. Except as described in these terms and conditions, these services are provided "as is" and all express and implied warranties related to the services are hereby disclaimed, including any implied warranties related to the services, including any implied warranty of non-infringement, merchantability, or fitness for a particular purpose. We do not promise uninterrupted or error-free service, and you will hold us harmless for all such and similar issues. We disclaim and are not liable for any act or omission committed by any such independent contractors. We are found to be responsible to You for monetary direct damages relating to these services, and agree that any such damages will not exceed the charge You paid for this Service Agreement.

CO Only. You have the option to replace any gas-fueled appliance covered by this Plan with an electric appliance of your choosing that operates on electricity rather than gas. You are required to pay an additional cost to replace a gas-fueled appliance with an appliance that has a cost that exceeds the cost of replacing the gas-fueled appliance with another gas-fueled appliance under the terms of this Plan; except that any additional cost to you for the replacement electric appliance, excluding any installation or other associated costs, must not exceed the retail cost of the replacement electric appliance minus the retail cost of a replacement gas-fueled appliance. In the case of replacement of a gas-fueled furnace, HVAC system, boiler, or water heater, you have the option to replace the furnace, HVAC system, boiler, or water heater with a heat pump-based system. In the case of replacement of a gas-fueled stove, you have the option to replace the gas-fueled stove with either an electric stove or an induction stove, at your discretion.

CT Only. We and you will make reasonable efforts to resolve disputes over the terms of this Plan. In the event that we and you cannot reach agreement, you may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product, and a copy of this Plan (including receipt and application).

FL Only. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

GA Only. Cancellation: If you cancel the Plan within 20 days of the date that the Plan was mailed to you or within 10 days of delivery if delivered to you at the time of sale, you will receive a full refund less claims paid. If you cancel the Plan after this time period, you will receive a pro-rata refund less claims paid less a cancellation fee not to exceed 10% of the pro-rata refund amount. If you cancel the Plan within the 20 day/10-day time period, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. We must send out a 30-day written notice of cancellation for fraud, material misrepresentation and nonpayment. For cancellations by us, refunds will be issued on a pro-rata basis less claims paid less a cancellation fee not to exceed 10% of the pro-rata refund amount. Pre-existing defects must be known by You. In Exclusion B, sludge build-up is removed. Exclusion D is amended to the following: Any product that has alterations made by You or with Your knowledge. In Exclusion H "or a repair facility" is removed. We may cancel this Plan only for fraud, material misrepresentation, or failure to pay. This Plan is bonded by United States Fire Insurance Company, PO BOX

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1973, Morristown, NJ 07962 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us. **ARBITRATION:** Arbitration is non-binding in the state of Georgia.

HI Only. If no claims have been made under this Plan, you have the right to return this Plan within 30 days of the date this Plan was mailed to you, or within 20 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price for this Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

IL Only. If you cancel this Plan within 30 days after you purchase this Plan and no service has been provided, we will refund the total cost of this Plan less a cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Plan, based upon the elapsed term of this Plan less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of the Plan price or \$50. This Service Contract does not cover failures resulting from normal wear and tear.

IA Only. The issuer of this contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division. There is no deductible for this contract.

KY and OR Only: This Plan is bonded by United States Fire Insurance Company, PO BOX 1973, Morristown, NJ 07962 (the "insurer"). You are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us.

MI Only. If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.

NH Only. Arbitration: The Arbitration Provision of this Plan is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire. This is a Contract sold to a New Hampshire consumer and is, therefore, subject to the laws of the State of New Hampshire. In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 25 South Fruit Street, Suite 14, Concord, NH 03301, or (603) 271-2261. **Cancellation:** If applicable, no cancellation fees apply in no event will any claim incurred or paid be deducted from any refund. The charge for this plan is _____.

NJ Only. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

NV Only. A service fee is not applicable for Nevada consumers. Transferability is amended as follows: Any transfer fee shall not exceed twenty-five (\$25.00) dollars. There is no cancellation fee for this Plan. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Plan was issued or sold. In the event of cancellation, you will be provided a pro rata refund less any outstanding balance on your account. **Emergency Service:** For claims related to a failure or malfunction of a Covered Product essential to your health and safety after hours, the Administrator will make all reasonable efforts to initiate Service within 24 hours after you have called the Administrator and provide for the completion of the Services as soon as reasonably possible. For claims related to a failure to a Covered furnace or heating System during the months of January, February, or December, you may locate a service provider on your own to diagnose the failure or malfunction but said service provider must call in a diagnosis of the failure and receive our approval before any repair work may be initiated. If the repair work is approved, we will pay up to the applicable claim limit or aggregate limit of this Plan. If we do not provide pre-approval for the repair work, we will not provide any reimbursement for any costs you may incur relating to such repair work, regardless of whether it pertains to a covered failure or malfunction of a Covered Product. If the covered Product You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call 1-800-973-7929 to report such a loss. If You are not satisfied with the manner in which We are handling Your claim, You may

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contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

NM Only. A 10% penalty per month will be added to a refund that is not made within 60 days of return of this Plan to us. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

NC Only. The purchase of this Plan is not required either to purchase or obtain financing for a home appliance. We may only cancel this Plan for nonpayment or for your direct violation of any Plan provision. You may cancel this Plan at any time after purchase and receive a pro rata refund less any claims paid and an administrative fee of up to 10% of the pro rata refund.

OH Only. This Plan does not cover Covered Product malfunction or failure caused by power surge. This state- specific exclusion is not intended to indicate coverage where no coverage exists under this Plan for malfunction or failure caused by power surge.

OK Only. The Service Warranty Association is TMI Solutions, LLC, 14800 Trinity Blvd., Suite 120, Fort Worth, TX 76155, 1-800-973-7929, Oklahoma Identification #44201295. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **Requesting Service (How to File a Claim):** In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a Covered Product. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including the Service Charge or similar charge up to the Service Charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan. Our toll free number is 1-800-973-7928.

OR Only: Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a Covered Product. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including the Service Charge or similar charge up to the Service Charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan. Our toll free number is 1-800-973-7928.

SC Only. In the event of a dispute with the provider of this Plan, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (803) 737-6160.

TN Only. This Plan is automatically extended while the product is being repaired.

TX Only. TMI Solutions is registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 608. **NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.** We may elect not to renew this Plan upon 30 days written notice to you. We will credit to your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan. Upon any termination or cancellation by you or us, you will have coverage provided at no additional cost from the date of termination or cancellation plus an additional 30 days. If you cancel this Plan, a 10% penalty per month will be added to any credit not made to your account before the 46th day after we receive notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of providers may be addressed to the Texas Department of Licensing and Regulation, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

UT Only. TMI Solutions, LLC, (TMIS) is the Provider and Administrator for this Plan. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation:** We may elect to cancel this Plan by 30 days written notice to you at your last known address. Prior notice of cancellation will be provided regardless of the reason for cancellation. **Requesting Service (How to File a Claim):** In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a Covered Product. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including the Service Charge or similar charge up to the Service Charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the

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itemized invoice to us for reimbursement up to the limit of coverage under this Plan. Our toll free number is 1-800-973-7928.

Arbitration: The laws of the state of Utah will govern these Terms and Conditions. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. **Coverage afforded under this contract is not guaranteed by the Property Guaranty Association.**

VA Only. We will not cancel this Plan during the initial term of this Plan except for: (a) nonpayment of provider fees; (b) fraud or misrepresentation of material facts; or (c) if this Plan were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur. If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WA Only. We may cancel this Plan upon 21 days prior written notice to you. For claims (as described in Paragraph 9 above), the Service Charge will be \$75 per occurrence and qualify as a deductible under this Plan. As a deductible, your benefits will be reduced for each occurrence. In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured servicing contractor to obtain service in the event of failure or malfunction of a Covered Product. Upon completion of the service, the servicing contractor must provide you an itemized invoice for the charges. You should try to find a servicing contractor who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the servicing contractor directly for the services rendered, including the Service Charge or similar charge up to the Service Charge, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan.

WI Only. THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan will only be canceled for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions or warranties. You may, within 15 calendar days of the delivery of this Plan, reject and return this Plan for a full refund less actual costs or charges needed to issue and service this Plan. If you cancel this Plan any time during the coverage period, claims will not be paid and we will calculate any refund due.

This Plan is provided by
TMI Solutions LLC