



REGISTRATION PAGE

SELLER CODE	
CONTRACT NUMBER	

SERVICE CONTRACT HOLDER INFORMATION		
NAME:		PHONE:
ADDRESS: (Complete only if Contract Holder's mailing address is different from the Location of Covered Home)		
EMAIL:		
CITY	STATE	ZIP

LOCATION OF COVERED HOME		
ADDRESS		
CITY	STATE	ZIP

CONTRACT INFORMATION		
CONTRACT PURCHASE DATE	CONTRACT PURCHASE PRICE	SERVICE CALL FEE: \$85
Term of Contract: 3 YEARS		

PREMIER COVERAGE (see contract coverage for details)		
Central Air Conditioning	Kitchen Refrigerator	Ceiling Fans
Central Heating	Built-in Dishwasher	Built-in Microwave
Plumbing	Cooking Range/Oven/Cooktop	Garbage Disposal
Water Heater	Clothes Washer	Undetectable Pre-existing Conditions
Electrical System	Clothes Dryer	

OPTIONAL SURCHARGES (see contract coverage for details)		
<input type="checkbox"/> 30 Day Wait Period	<input type="checkbox"/> \$50 Service Fee	<input type="checkbox"/> Second Additional Refrigeration Unit
<input type="checkbox"/> Pool/Spa	<input type="checkbox"/> Additional Range/Oven/Cooktop	<input type="checkbox"/> Garage Door Opener
<input type="checkbox"/> Heated Pool/Spa	<input type="checkbox"/> Home Electronics	<input type="checkbox"/> 13 or 16 Seer Upgrade
<input type="checkbox"/> Additional AC system	<input type="checkbox"/> First Additional Refrigeration Unit	<input type="checkbox"/> Code Violation Correction
<input type="checkbox"/> Additional Heating System		
Square Footage:	<input type="checkbox"/> 3000 - 4999	<input type="checkbox"/> 5000+
Age of Home:	<input type="checkbox"/> 10 - 19 years	<input type="checkbox"/> 20+ year

SELLER INFORMATION		
NAME:		PHONE:
ADDRESS:		
CITY	STATE	ZIP

This Contract has a mandatory sixty (60) day wait period, unless the 30 day wait period option is purchased. The wait period is measured in time from the Contract Purchase Date as noted above and will be added to Your Contract Terms.

EFG HOME SERVICES (EFGHS) P.O. BOX 167667, IRVING, TX 75016, 1844-548-2817

CONTRACT DETAILS

This Residential Service Contract is not valid unless a completed customer Registration Page is attached.

RESIDENTIAL SERVICE CONTRACT

This Residential Service Contract is between EFG Home Services, LLC and the Service Contract Holder shown on the Registration Page.

Your benefits and Our obligation to perform under this Service Contract are insured by an insurance policy with American Bankers Insurance Company of Florida [11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694]. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Residential Service Contract, or if the Provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against American Bankers Insurance Company of Florida.

This is a Residential Service Contract, not an insurance policy.

OUR OBLIGATIONS

This Residential Service Contract is intended to provide protection against the cost of repairing Mechanical Breakdowns and malfunctions in Your home based on specific items listed in the *Coverage* section of this Contract. Your plan is indicated on the Registration Page that is attached to this Service Contract. Certain provisions in this Service Contract may limit coverage. **Please read the entire Service Contract to determine rights, duties, and what is and is not covered.**

This Service Contract is available to existing homeowners if You have owned Your home more than ten (10) days. If Your home is currently listed for sale or if You have listed Your home for sale within the last thirty (30) days You are not eligible for this Service Contract.

Your Service Contract purchase date, plan and coverage term are shown on Your Residential Service Contract Registration Page.

MECHANICAL FAILURES COVERED UNDER THE TERMS AND CONDITIONS OF THIS RESIDENTIAL SERVICE CONTRACT MUST HAVE PRIOR APPROVAL BY THE ADMINISTRATOR 1-844-548-2817.

DEFINITIONS

Contract, Service Contract or Residential Service Contract means this **Service Contract** form.

Customer, You, Yourself and Your (Contract Holder) means the person who is listed on the Registration Page listed under Contract Holder information.

Domestic Grade means items that were manufactured solely for installation and use in a residential single-family dwelling.

Mechanical Failure or Mechanical Breakdown means a covered item becomes inoperable and unable to perform its designed function.

Seller means the entity where You purchased Your Contract.

Service Call Fee means the fee that is due by You for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Residential Service Contract**.

Definitions (continued)

Wait Period means sixty (60) days from the Service Contract purchase date. Sixty (60) days will be added to the end of Your initial term.

We, Us, Our and EFGHS means EFG Home Services LLC (Service Contract Provider) [P.O. Box 167667, Irving, TX 75016 1-844-548-2817]. **For California residents:** We, Us, and Our means Enterprise of Texas Insurance Agency [P.O. Box 167667, Irving, TX 75016, 1-844-548-2817].

COVERED ITEMS

This Residential Service Contract provides Mechanical Failure coverage only for those items specifically listed under *Premier Coverage* on Your Registration Page (which is attached and made a part of this Residential Service Contract) and all items listed under *Optional Surcharges* on Your Registration Page for which coverage has been purchased by as listed in this Service Contract and excludes all other breakdowns and/or items. The covered item (does not include leased or rental equipment) will be deemed to have been in proper operating condition on the Service Contract purchase date if it was correctly located within the covered home as listed on Your Registration Page, was fully connected, and capable of successfully performing all functions efficiently as intended with manufacturer's original design including no risk to life or property. Determination of the operating condition for covered items as of the Residential Service Contract purchase date, and the nature of any failure, will be made by EFGHS based upon Our professional opinion, including but not limited to, Our authorized service professional's diagnosis and EFGHS representatives.

Items listed under the *Coverage* section of this Contract are covered in relation to the terms and provisions of this Service Contract and We at our discretion will repair or replace those specific items listed as covered if they become inoperative during the term of this Residential Service Contract due to Mechanical Failure caused by normal use.

A Mechanical Failure is not covered if it is due to: defects or malfunctions that existed prior to the Residential Service Contract purchase date; lack of routine care and maintenance; misuse; and conditions caused by rust and/or corrosion.

The *Coverage* section has examples of excluded items. They do not limit Our right to deny coverage for items not specifically listed as excluded. Items listed as excluded are not an extension of covered items. The *Limits of Liability* and *Exclusions* section also mentions conditions and circumstances not covered by this Residential Service Contract.

COVERAGE

Premier Coverage for this Residential Service Contract is detailed below. If no *Optional Surcharges* have been selected and paid for as required on Your Registration Page, then only *Premier Coverage* will apply.

PREMIER COVERAGE

There is a **\$85** Service Call Fee per service call for covered systems and appliances unless You have paid for the \$50 service fee buydown surcharge as listed on Your Registration Page.

Appliances (NOT INDUSTRIAL OR COMMERCIAL GRADE) – Relevant to Appliances We will not be responsible for claims in excess of **\$1,000** in the aggregate per appliance for the term indicated on Your Registration Page.

a. Kitchen Refrigerator

Covered: All components and parts for one (1) refrigerator that is in your primary kitchen, except:

- Racks; handles, shelves; drawers; lights; food spoilage; touchscreens; wine chillers; freezers which are not an integral part of the refrigerator; cosmetic problems such as chipping, dents or scratches, refrigerant recapture, reclaim and disposal.

b. Built-In Dishwasher

Covered: All components and parts for one (1) dishwasher that is in your primary kitchen, except:

- Racks; baskets; tubs and liners; rollers; commercial units; failures caused by foreign objects; cosmetic problems; such as chipping, dents, or scratches; water flow restrictions due to mineral deposits, such as but **not** limited to, lime; units that use temporary connectors.

c. Microwave Oven - Developed as built in unit

Covered: All components and parts except:

- Interior linings and cavities; door glass; clocks; shelves; lights; lamps and bulbs; portable or countertop units; meat probe assemblies; rotisseries; cosmetic problems such as chipping, dents or scratches.

d. Cooking Range/Oven/Cooktop

Covered: All components and parts for one (1) range/oven/cooktop that is in your primary kitchen except:

- Clocks (unless failure affects the function of the oven); meat probe assemblies; rotisseries; racks; liners and cavities; handles; knobs; magnetic induction components; doors; cosmetic problems; such as chipping; dents; or scratches; damage or breakage to glass/ceramic cooktop.

e. Garbage Disposal

Covered: All components and parts except:

- Non-mechanical failures such as jammed units by foreign materials.

f. Clothes Washer

Covered: All components and parts expect:

- Removable mini-tubs or buckets; filter screens; knobs and dials, damage to clothing; cosmetic problems, such as chipping, dents, or scratches; water flow restrictions due to mineral deposits, such as but not limited to, lime and mineral deposits.

g. Clothes Dryer

Covered: All components and parts except:

- Venting; lint screens; knobs and dials; damage to clothing; glass displays; cosmetic problems such as: chipping, dents, or scratches.

Undetectable Pre-existing Conditions

EFGHS will cover a malfunction relating to a failure or condition in existence prior to the purchase of Your Contract. EFGHS will be liable up to **\$750** to repair the malfunction provided it could not have been detected by visual inspection or by operational test. A visual inspection verifies that an item

appears operable (e.g., without damage or missing parts that would indicate inoperability). An operational test is turning the item on or off to verify the item is operable (e.g., without irregular sounds, smoke or other noticeable abnormalities).

WATER HEATER

We will not be liable for claims in excess of **\$500** in the aggregate per covered system for the term of coverage indicated on Your Registration Page

Covered: All parts and components except:

- Tankless water heaters, oil-fired water heaters; anode rods; color or purity of water; noise; heat recovery units; stands; permits; code upgrades(unless optional coverage is purchased); steam circulating systems; flue repairs; piping; gas stop; T&P discharge line; insulation; auxiliary holding or storage tanks; thermal expansion tanks; sediment build-up; solar heaters and solar assisted heaters, including all parts and components; self-contained heat and domestic hot water systems (boilers); water heaters exceeding 80-gallon maximum capacity.

NOTE: Heating systems need monthly replacement of filters and periodic cleaning of condenser and evaporator coils or follow Your manufacturer's recommendations.

AIR CONDITIONING/COOLING SYSTEM

We will not be liable for claims in excess of **\$1,500** in the aggregate for the covered system during the term indicated on Your Registration Page.

Covered: Mechanized parts and components of a centrally ducted air conditioning system and/or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills (excluding duct work outside the perimeter of the home or crawl space); air handler; blower fan motors; capacitors; compressors; condenser fan motors; condenser coils; condensers; evaporator coils; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back and programmable units will be replaced only with standard units) **except:**

- Commercial units, wall-units, window units, mini-split systems, ductless systems, systems exceeding five (5) tons per unit, secondary condensate drain pans, pumps, and lines; UV lighting components; filters (including electronic/electrostatic and de-ionizing filter systems); heat recovery unit; interconnecting refrigerant lines (external of the equipment); panels and/or cabinetry; roof jacks or stands; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; recapture/reclaim of refrigerant; stopped up drain lines; structural components; geothermal piping; humidifiers; zone control systems; flues and vents; water and condensate pumps and lines external of the condenser unit); wall units (except as noted above); crane charges; window units; portable a/c units; improperly sized or mismatched systems; water cooling towers. Gas systems, including ammonia systems, and chilled water systems.

HEATING SYSTEM

Relevant to the Heating System We will not be liable for claims in excess of **\$1,500** in the aggregate per covered system for the term of coverage indicated on Your Registration Page.

Covered: Mechanized parts and components of the following one system if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill (excluding ductwork outside the perimeter of the home or in a crawl space): hot water and steam system, forced air/gas/electric heating system, electric baseboard units blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches except:

- All coal or wood burning equipment; geo-thermal systems; chimneys, flues, and liners; cleaning and re-lighting of burners; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; window units; concrete encased steam or radiant heating coils or lines; radiators; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); built in heat lamps; fireplaces and related components; free-standing or portable heating units; fuel storage tanks, lines, and filters; dehumidifiers; roof jacks or stands; gas log systems, including gas feed lines; humidifiers; individual space heaters; maintenance and cleaning; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; pellet stoves; pressure regulators; registers/grills; secondary units; solar heating devices and components; condensate pumps; cable heating systems; stopped up drain lines; structural components; items **not** specifically listed as covered.

ELECTRICAL SYSTEM

We will not be responsible for claims in excess of **\$1,500** in the aggregate for the term indicated on Your Registration Page.

Covered: Mechanized parts or components as follows: general line voltage wiring (repair only), components and parts within the perimeter of the exterior walls consisting of main breaker fuse panel/box; standard light switches and receptacles. Mechanized parts or components on two (2) ceiling fans include: ceiling fan motors and their controls (if replaced builder grade will be allowed); bearings.

- *Examples of excluded items are provided below but not limited to:* Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture; lightning strikes; items **not** specifically listed as covered. Attic, bathroom, and/or whole house exhaust fans; alarm system batteries; burglar, fire and smoke alarms; direct current (DC) wiring and systems; breakers over 200 amps; backup systems; door bells and chimes; carbon monoxide and fire detection alarm systems; wire tracing; aluminum wiring; exterior wiring and components (except main panels mounted to exterior wall); exhaust fans; phone jacks; intercom or speaker systems; lighting fixtures; load control devices; septic system electrical equipment; multi-media wiring; low voltage systems, including wiring and relays; electrical generation systems; solar powered systems; issues originating at time of installation; telephone systems; timers; touch pad assemblies; remote controls; light bulbs; commercial or industrial grade systems; radon monitoring systems; utility meter base pans; wall fans, lighting fixtures and light bulbs; timers; touch pad assemblies; fan balancing; fan blades; ceiling extensions; attic fans; whole house fans; remote controls; and wall fans. Conditions caused by circuit overload, inadequate wiring capacity and, power surges; items **not** specifically listed as covered.

PLUMBING

Relevant to plumbing repairs We will not be responsible for claims in excess of **\$1,500** in the aggregate for the term indicated on Your Registration Page.

Covered: Mechanized parts and components of the following: interior hose bibs; angle stops; risers; shower and tub valves; faucets (replaced with chrome builder's standard); We cover up to three (3) toilets for toilet tanks and bowls (replaced with two-piece white builder's standard), wax ring seals, toilet mechanisms within the toilet tank; Leaks and breaks of water, drain, waste and vent lines within the perimeter of the main foundation are also covered (unless caused by freezing or root damage). With respect to concrete-encased and inaccessible plumbing lines (such as a crawl space) diagnosis and repair is limited to **\$500**.

• **Excluded Items:** All piping and plumbing below the foundation or slab or outside of the perimeter of the foundation; bath tubs; stoppages; gas lines; bidets; caulking or grouting; color or purity of the water in the system; toilet flanges; "insty" heat type devices and water purifiers; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, minerals and other deposits; exterior hose bibs; water supply lines to the refrigerator; plumbing stoppages; damage caused by freezing; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; wells and well pumps; sump pumps; solar systems; water conditioning equipment; shower; shower head, arms, enclosures and base pans; sinks; main shut off valve; toilet tank lids and toilet seats; water damage; water filters; dry refuse well; water purification systems; whirlpools, spas and their respective plumbing and mechanical components; items **not** specifically listed as covered.

OPTIONAL COVERAGE

Systems and appliances listed below are covered if optional surcharge has been selected on Your Registration Page and additional fees have been paid. Your call fee is \$85 per service call for *Optional Coverage* system or appliance coverage unless you have paid for the \$50 service fee buy down surcharge as indicated on Your Registration Page.

GARAGE DOOR OPENER – OPTIONAL COVERAGE

Relevant to garage door openers We will not be liable for claims in excess of \$500 in the aggregate per covered system for the term indicated on Your Registration Page.

Covered: All mechanized parts and components except:

- Garage doors, batteries; damage caused by door malfunctions; all door assemblies including door panels, tracks, rollers, hinges, cables and springs; guides; units not meeting current safety standards; frequency interference; repair issues resulting from faulty installation; lights; sending units; exterior mounted keypads; remote transmitters.

SWIMMING POOL/SPA EQUIPMENT – OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1500 in the aggregate for the term indicated on Your Registration Page.

Covered: Above ground components and parts of the following: salt water cell, circuit board, pumps, timers, filters, pump motors, valves, pool sweep motor and pumps, above ground plumbing and electrical

- *Excluded items:* Portable spas, Automatic feeders and chemicals; chlorinators; “creepy crawlers” and similar cleaning units; damage due to improper chemical balance; electrical lines; underground or inaccessible parts; structural defects; filter elements or media (i.e., cartridges, grids and sand); lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; remote control systems; fountain and waterfall pumps; damage caused by freezing; solar heaters and related components; Refrigerant reclamation; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing. Items **not** specifically listed as covered.

HEATED SWIMMING POOL/SPA EQUIPMENT – OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1500 in the aggregate for the term indicated on Your Registration Page.

Covered: Above ground components and parts of the following: Heating units, salt water cell, circuit board, pumps, timers, filters, pump motors, valves, pool sweep motor and pumps, above ground plumbing and electrical

- *Excluded items:* Portable spas, Automatic feeders and chemicals; chlorinators; “creepy crawlers” and similar cleaning units; damage due to improper chemical balance; electrical lines; underground or inaccessible parts; structural defects; filter elements or media (i.e., cartridges, grids and sand); lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; remote control systems; fountain and waterfall pumps; damage caused by freezing; solar heaters and related components; Refrigerant reclamation; structure, liner or shell of the pool; timer systems; and underground and/or concrete encased plumbing. Items **not** specifically listed as covered.

13 or 16 SEER Upgrade – OPTIONAL COVERAGE

Relevant to 13 or 16 SEER Upgrade with a covered repair We will not be liable for claims in excess of \$1,000 in the aggregate for the term indicated on Your Registration Page.

Covered: In conjunction with the failure of an otherwise covered repair the equipment (to include condensing units, air handlers, and evaporative coils) required to upgrade part of one (1) HVAC system whereas the covered repair will render the system inoperable due to incompatibility related to the installation of 13 or 16 SEER equipment. The labor cost to install the equipment covered by this option will be covered.

Examples of excluded items are provided below but not limited to: Modifying or replacement of any of the following items: ductwork, interconnecting refrigerant lines (also known as line sets), roof jacks or stands, recapture/reclaim of refrigerant, humidifiers, zone control systems, thermostats, flues and vents, crane charges, disposal of equipment and parts. Items **not** specifically listed as covered.

Additional Air Conditioning/Cooling System – OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1,500 in the aggregate for the covered system during the term indicated on Your Registration Page.

Please reference section **Premier Coverage Central Air Conditioning/Cooling System** for covered components and excluded items.

ADDITIONAL HEATING SYSTEM – OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1,500 in the aggregate for the covered system during the term indicated on Your Registration Page.

Please reference section **Premier Coverage Item Central Heating System** for covered components and excluded items.

FIRST ADDITIONAL REFRIGERATION UNIT - OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1500 in the aggregate for Your period of coverage as indicated on Your Registration Page.

This option provides coverage for one (1) of the following appliances: additional refrigerator, wine cooler, free standing icemaker, freestanding freezer.

Covered: All parts and components except:

- Kitchen refrigerator; insulation; racks; handles, shelves; drawers; filters and screens; lights; food spoilage; multi-media centers; freezers which are an integral part of the refrigerator; cosmetic problems such as chipping, dents or scratches, refrigerant recapture, reclaim and disposal; room or walk-in units, commercial units, interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; springs; plugged drain lines; venting; removable buckets; trays; water flow restrictions due to mineral deposits, such as but not limited to lime. Any items that are considered normal wear and tear, are subject to the weather elements and results in corrosion, cracking, or weathering. All outdoor plumbing and electrical lines associated with the appliance.

SECOND ADDITIONAL REFRIGERATION UNIT - OPTIONAL COVERAGE

We will not be liable for claims in excess of \$1500 in the aggregate for Your period of coverage as indicated on Your Registration Page.

This option provides coverage for one (1) of the following appliances: additional refrigerator, wine cooler, free standing icemaker, freestanding freezer.

Covered: All parts and components except:

- Kitchen refrigerator; insulation; racks; handles, shelves; drawers; filters and screens; lights; food spoilage; multi-media centers; freezers which are an integral part of the refrigerator; cosmetic problems such as chipping, dents or scratches, refrigerant recapture, reclaim and disposal; room or walk-in units, commercial units, interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; springs; plugged drain lines; venting; removable buckets; trays; water flow restrictions due to mineral deposits, such as but not limited to lime. Any items that are considered normal wear

and tear, are subject to the weather elements and results in corrosion, cracking, or weathering. All outdoor plumbing and electrical lines associated with the appliance.

ADDITIONAL RANGE/OVEN/COOKTOP - OPTIONAL COVERAGE

We will not be liable for claims in excess of \$500 in the aggregate for Your period of coverage as indicated on Your Registration Page.

This option provides coverage for one (1) of the following appliances:

Cooking Range/Oven/Cooktop - Please reference section *Premier Coverage Item Appliances (d) Cooking Range/Oven/Cooktop* for covered components and excluded items.

HOME ELECTRONICS - OPTIONAL COVERAGE

A per incident amount of \$200 to repair a mechanical and/or electrical failure for the following covered home electronics: TV, stereo, DVD/Blu-ray players, laptop and desktop computers. We will not be liable for claims in excess of **\$1000** in the aggregate for the term indicated on Your Registration Page.

Covered: Any mechanical and/or electrical failure. The home electronics must be solely intended for personal/residential use in the manner for which it was intended (as specified in the manufacturer's warranty/owner's manual).

Excluded: A Mechanical or Electrical Failure is not covered if: it is due to a defect or malfunction that existed prior to the Contract Purchase Date, surcharge is not selected as Optional Coverage on Your Registration Page, any commercial, business or industrial use. Any digital touchscreen that is part of an appliance, vacuum, robot, thermostat, or security system. Any wireless speakers that are connected to a base unit or cellphone through Wi-Fi, Bluetooth or any other wireless technology.

Code Violation Corrections - OPTIONAL COVERAGE

EFGHS will pay up to **\$125** per Contract term to correct code violations when EFGHS has approved repairs or replacements on covered items.

TERMS OF COVERAGE

EFGHS may request support of maintenance on systems or appliances that have manufacturer maintenance recommendations by a service professional.

1. In the event repair or replacement services covered by this Residential Service Contract are required, discontinue use of the appliance or system to prevent further damage. You must contact Our Customer Service Representatives at **1-844-548-2817**. **Customer Service Representatives are available Monday through Friday 7 AM until 7 PM CST and Saturday 8 AM until 2 PM CST.** In the event You call outside customer service hours You will be prompted to leave certain information pertinent to Your failure or You may email failure information with Your Service Contract information including a best contact phone number to EFGHOME@EFGUSA.com. You must notify Us immediately upon the discovery of a Mechanical Failure and while this Residential Service Contract is in effect. We will initiate the service process for such services within (48) hours. ALL REPAIR AND/OR REPLACEMENT WORK COVERED BY THIS RESIDENTIAL SERVICE CONTRACT MUST BE PERFORMED BY AN AUTHORIZED SERVICE

PROFESSIONAL AND APPROVED BY US IN ADVANCE. If You contract directly with others without Our approval or perform the work Yourself, We will not be responsible for the cost of repairs and/or replacement.

TERMS OF COVERAGE (continued)

2. EFGHS has the sole authority to select authorized service professionals. We will provide You with a referral to an authorized service professional based on the component failure information provided by You. During normal business hours We will initiate Our referral process immediately for a service professional however it may take longer to attain a service professional after the service request is initiated. Relative to Emergency Repairs as determined by EFGHS refer to number 3 of this section. We may authorize or request You to contact a licensed, bonded and insured service professional to perform a covered service. If We request You to contact a service professional We will provide reimbursement for an authorized amount of the cost You incur for the repair or replacement services. Adequate proof of Your actual itemized costs of repair must be provided to and approved by Us before any reimbursement will be paid. EFGHS does not provide overtime service on covered repairs. Repairs are scheduled during normal business hours. In the event You choose to pay overtime charges, EFGHS will pay the repair costs applicable to normal business hours, but the overtime labor charges are Your responsibility.

3. In the event of an Emergency Repair outside normal business hours (Nevada residents see additional specific state disclosures) that involves loss of heating, cooling, plumbing, a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable, it will be considered a temporary emergency condition. Refer to Your Contract to determine if the failure is due to a covered item and there are no listed exclusions that apply. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Service Contract or email us with contact and Service Contract information at EFGHOME@EFGUSA.com. Appliance failure is not considered an emergency. If the determination has been made by EFGHS that the failure is covered We will give the proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs. If available, repairs should be scheduled during normal business hours. You must contact our Customer Service Representative the next normal business day. Normal business hours are **Monday through Friday 7 AM until 7 PM CST and Saturday 8 AM until 2 PM CST.**

4. This Residential Service Contract includes a Service Call Fee, listed on Your Service Contract Registration Page that You must pay on a service call for a failure as reported by You. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Service Call Fee is due at the time of the service call. You will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/or items installed, up to the amount of the Service Call Fee at the time of the visit(s), in a manner acceptable to the authorized contractor. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Residential Service Contract are also Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Residential Service Contract, You are responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any

amount in excess of the Service Call Fee. Failure to pay the Service Call Fee will result in suspension of Service Contract coverage until fee is paid, at which time coverage will then be reinstated with no extension of coverage periods. (For Nevada Residents: see Special State Requirements)

TERMS OF COVERAGE (continued)

5. You agree to make premises available during normal business hours for the authorized service professional evaluating the needed repairs You requested. You agree to pay Our authorized service professional any Service Call Fee and additional charges assessed by the authorized service professional resulting from Your failure to provide access and/or for missed appointments.

6. EFGHS may elect to replace a covered item rather than repair it. The decision to replace rather than repair an item is solely the option of EFGHS. Should We choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. With respect to appliances, We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in dye, lot, type or brand. In the event We replace a stainless-steel appliance, We will match the product with a comparable stainless steel appliance, if available. You, at time of authorized repair may choose to upgrade a component, system or appliance at Your own expense. EFGHS will provide authorized amounts per the terms and conditions of this Residential Service Contract to the service professional applicable only to repairs completed by an authorized service professional. Additional costs You incur above the authorized amount are Your responsibility. When replacing systems or appliances, We will be responsible for the installation of the replacement item up to the stated limits but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade (unless 13 or 16 Seer upgrade or Enhanced Upgrade option is purchased) or modify items for any reason. If one of the covered components or systems cannot be repaired by new, rebuilt, remanufactured, off-brand or reconditioned parts and requires replacement, additional claims can be filed up to the stated limits for that covered component or system once replacement is complete for the duration of Your Contract term of coverage.

7. EFGHS may give You the option to elect to receive a repair/replacement cash payment in lieu of providing a repair. In such cases, the amount of such payment shall be equal to the lesser of the approved cost of repair or the estimated cost of replacement (net of Service Call Fee). If You elect the cash payment, You must supply documentation supporting that the item in question has been purchased/replaced prior to receiving the cash payment. The amount of the approved cost of repair or replacement will be established by Us at Our sole discretion based on what the repair or replacement would cost Us. If cash payment in lieu of repairs or replacement is accepted, the coverage for the system will be fulfilled for the term as indicated on Your Registration Page. We are not responsible for work performed by any contractor once cash in lieu of work has been authorized. (South Carolina residents please see the *Special State Requirements* section)

8. We reserve the right to obtain, at Our expense, a second opinion by an authorized service professional to assist in determining eligibility for coverage.

LIMITS OF LIABILITY AND EXCLUSIONS

1. For any covered claims, Our liability does not exceed \$1,500 per service call and \$15,000 in the aggregate for Your term of coverage as indicated on Your Registration page.

LIMITS OF LIABILITY AND EXCLUSIONS (continued)

2. This Service Contract offers limited coverage on system replacements that have missing or illegible model and/or serial numbers. In such situations, We will issue a cash payment to be determined by EFGHS for the required repairs and We will not be responsible in excess of **\$750** for claims filed on items listed as covered with missing or illegible model and or/serial numbers. You must submit a detailed invoice indicating repairs have been completed prior to reimbursement for the cash payment.
3. This Service Contract does not cover failures which may result from other causes, such as and without limitation: neglect, abuse or misuse; improper installation; improper or insufficient maintenance; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; explosions; fire; casualty; acts of nature; structural and/or property damage; flood; condensation; soil movement; smoke; earthquake; freeze damage; accidents; war; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.
4. Items, appliances and systems are not covered if they are: under factory recall due to manufacturer defect or class action lawsuit; repairs due to defects as determined by the Consumer Product Safety Commission; mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design or application; improperly installed; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure) or below the slab or basement floor of the home (with the exception of central air conditioning units, main electrical panels mounted on outside walls; and if plan coverage has been purchased for pool and spa).
5. This Service Contract does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations (except for optional coverage relevant to 13 or 16 SEER federal mandate) if optional coverage was selected and paid). If a system, appliance, or component is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, appliance, or component is not covered by this Service Contract.
6. This Service Contract does not cover: any fees associated with the removal and disposal of old systems, appliances and components on covered repairs. Losses or other costs, including, but not limited to, disposal fees arising from hazardous or toxic material, asbestos, refrigerant reclamation are not covered. Costs associated with upgrades or modifications to comply with Federal, state, and local law, code, regulation, or ordinance and any building or zoning permits that are deemed necessary are not covered unless Code Violation Correction surcharge as described has been selected and purchased. This Residential Service Contract will not be liable for conditions of; rot, fungus, mold, mildew, bio-organic growth even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.

7. This Service Contract does not cover repair or replacement of systems, appliances or components classified by the manufacturer as commercial-grade or commercial-grade equipment modified for home use.

LIMITS OF LIABILITY AND EXCLUSIONS (continued)

8. This Residential Service Contract does not cover (a) fees associated with use of cranes or other lifting equipment required to service roof-top heating or air conditioning units; or (b) excavation or other charges associated with gaining access to the well pump; or (c) electronic computerized energy management systems or devices, or lighting and/or appliance management systems.
9. The following additional exclusions apply: asbestos insulated ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork.
10. We are not responsible for the charges incurred to gain access or restoration of access to a system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, or personal property. In the event it is necessary to open walls, floors, countertops or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, We are not responsible for the restoration of such openings, items, or property and You will need to authorize access for diagnosis. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available. We are not responsible for additional fees a service professional may charge related to additional manpower or additional equipment required to repair or replace a system, appliance, or component on a roof, in an attic, or not readily accessible.
11. We are not responsible for delays or failures caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond Our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or authorized service professionals to the covered property due to lack of or inhibited serviceability, such as but not limited to required use of ferries or barges and/or remote locations.
12. We are not responsible for damage that may result from a service professional's service or delay in service. We are not responsible for incidental and/or consequential loss or damages resulting from the Mechanical Failure of any item including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, and/or property damage, or personal injury.
13. If any item, appliance or system otherwise covered by this Residential Service Contract is covered by warranties, insurance, or guarantees, including but not limited to a manufacturer's, contractor's, builder's, distributor's, or in-home warranty, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a claim covered by this Residential Service Contract is also covered by an insurance policy, warranty, service contract, or manufacturers recall, We shall pay up to the Residential Service Contract limits only for the amount of the cost to repair or replace such covered system, appliance, or component in excess of the amount due from that other insurance, warranty, service contract, or manufacturer's recall up to the Residential Service Contract limits for each annual period of coverage. Our coverage is secondary to such insurance, warranties, or guarantees.

14. Relating to components or systems covered by this Service Contract if You authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component outside the manufacturer's intended design, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such item(s).
15. In the event work performed under this Service Contract should fail during the recall period (sixty (60) days on parts and sixty (60) days on labor), We will arrange for the necessary repairs up to the limit of liability as stated in this contract, without requiring You to pay an additional Service Call Fee.

HOW THIS CONTRACT MAY BE CANCELLED

Cancellations will be according to the provisions stated in this contract. You may reference the *Special State Requirements* section of this Contract for additional cancellation provisions in Your state of purchase.

1. Cancellation by You. The Residential Service Contract may be cancelled by You any time upon receipt of written notice to Us. If You cancel within the first thirty (30) days then You will receive a one hundred percent (100%) refund of the Residential Service Contract cost paid by You as long as there are no paid claims. If the Residential Service Contract is cancelled within the first thirty (30) days and claims have been made, the provider shall refund to the contract holder one hundred percent (100%) of the Residential Service Contract cost paid by You, less any claims paid. Refund requests must be submitted in a written format with Your signature or emailed by You to EFGHS and must include the Service Contract number. A cancellation form has been included in Your Contract for Your convenience. If You cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a fifty dollar (\$50) cancellation fee.

2. Cancellation by EFGHS. This Contract is non-cancellable by EFGHS during the first thirty (30) days except (1) for non-payment of Contract fees; (2) misrepresentation or fraud relating to facts material to the issuance of this Contract. EFGHS is not required to mail You written notice if the reason for cancellation is non-payment of the Contract fee or a material misrepresentation by You to the Service Contract Provider relating to the covered property or its use.

OTHER IMPORTANT CONTRACT PROVISIONS

1. We may declare coverage under this Service Contract void in the event You or Your representatives engaged in fraudulent conduct, intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Service Contract or to the items and/or their Mechanical Failure covered by this Service Contract, or made false statements relating to this Service Contract.)

2. This Service Contract covers a single family residence, including a condominium, townhouse, duplex (both units contained within the dwelling must be covered). Manufactured homes are eligible if the manufactured home has connected utilities for electrical, water and sewage and if manufactured home is also connected to a permanent concrete foundation. Dwelling must be used solely for residential purposes. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered. Homes listed in any historical register are not covered. Whether or not this Service Contract covers a condominium unit, any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items or items shared by non-warranted units will be covered

by this Service Contract. Single-family residences over 5,000 square feet require an additional square footage option cost.

3. If coverage is provided on tenant occupied units, You are responsible to report the failure and pay the Service Call Fee charge.

OTHER IMPORTANT CONTRACT PROVISIONS (continued)

4. If an item is not repairable due to the covered failure of an obsolete or unavailable component part, We are not responsible for replacement of the entire item. We will be responsible only to make a reasonable payment based upon the value of installing a comparable component part that is available, subject to any per occurrence or aggregate maximums.

5. **Electronic Contract Payment Policy:** Purchasing this Residential Service Contract has authorized a charge to a credit card or to deduct monies via electronic debit from an account designated by You. It is the Customer's responsibility to provide the selling entity with accurate designated account and contact information. Should Customer information change at any time, it is the Customer's responsibility to notify the selling entity or EFGHS. If Payment does not process electronically, Customer coverage and accrued limit of liability will be terminated unless Contract payment and any applicable administration fees are paid.

6. **Transfer-Assignment.** In the event of assignment or transfer of title of the covered property, this Residential Service Contract may be assigned and/or transferred at Our option, for a fee not to exceed **\$25**, except where specifically governed by state law. Please see the *Special State Requirements* section on Your Residential Service Contract for detailed information that may apply in Your state.

7. **Renewal.** This Service Contract may be renewed at the discretion of EFGHS and only if Your plan is eligible for renewal. If You want to renew Your Service Contract, You must contact EFGHS thirty (30) days prior to the expiration of Your Service Contract for plan and pricing information. EFGHS will provide You with a confirmation code that must be included with Your payment prior to Your current term expiration. If payment is not received prior to Your Service Contract expiration then coverage will begin thirty (30) days after receipt of payment amount provided with Your confirmation code so long as payment is received within thirty (30) days of Contract expiration.

8. **Waiver.** Should We waive any of Our contractual rights; such waiver will not constitute a future waiver of said rights. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer of other party who may be responsible to You for the cost covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help us in any other matter concerning this Contract.

9. **Contract Term Expiration.** Contract expiration is determined by the purchase date and term as indicated on Your Registration Page. If full payment is not received by Us or Our representative by the billing due date Your Contract will expire. Notice of any failure or malfunction must be given to EFGHS prior to Residential Service Contract expiration and approved work must be completed within three (3) months of Residential Service Contract expiration.

10. **Entire Residential Service Contract.** This Residential Service Contract with attached Registration Page represents the complete Service Contract between EFGHS and Contract Holder. This Service Contract supersedes all prior proposals, or understandings implied, orally stated, written or otherwise.

11. EFGHS reserves the right to update or modify the Terms and Conditions of this Residential Service Contract upon thirty (30) days written notice. (For Nevada Residents: see Special State Requirements)

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of this plan are as follows:

ALABAMA

EFGHS reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.

Cancellation

After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "*How This Contract May Be Cancelled*" less a twenty-five dollar (\$25) cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

ARKANSAS

Cancellation

If the Residential Service Contract is cancelled by You within ten (10) days of Your purchase of this Contract and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. If after 30 days of the purchase date of this Contract, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "*How This Contract May Be Cancelled*".

ARIZONA

Cancellation:

You may return this Residential Service Contract within thirty (30) days of the purchase date and if payment has been received by Us. If You have not made a claim, the Residential Service Contract is void and the full purchase price will be refunded to You. If You make a written demand for cancellation more than thirty (30) days from Contract purchase date and after payment has been received by Us, We will refund the unearned portion of the purchase price. No claims incurred or paid will be subtracted from any refund.

Covered Items:

"conditions that existed prior to the Residential Service Contract activation date" is amended to read:
"conditions that were caused or known by You prior to entering into this Residential Service Contract."

COLORADO

We will initiate service within 72 hours of Your request for such services.

Actions under this Residential Service Contract may be covered by the provisions of the "Colorado Consumer Protection Act" of the "Unfair Practices Act," articles 1 and 2 of title 6, CRS, and You may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT

In home service is provided per the parameters of this Service Contract. You have the right to cancel if your product is returned, sold, lost, stolen or destroyed. If the Service Contract is less than one year term, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies §42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Service Contract. If EFGHS and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

SPECIAL STATE REQUIREMENTS

FLORIDA

The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

The first paragraph under Other Important Contract Provisions is amended to read We may declare coverage under this Service Contract void in the event You or Your representatives engaged in fraudulent conduct, intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Service Contract or to the items and/or their Mechanical Failure covered by this Service Contract, or made false statements relating to this Service Contract.

For cancellations by EFGHS, the cancellation will comply with O.C.G.A. 33-24-44 - if the contract has been in force less than 60 days or cancels for nonpayment, a 10 day written notice will be mailed out. If the contract has been in force 60 days or more and cancels for fraud or material misrepresentation, a 30 day written notice will be mailed. For Cancellations by YOU, refunds must be issued on a pro-rata basis with a fee not to exceed 10% of the pro-rata refund amount or (\$25.00) whichever is less. Claims paid or incurred cannot be deducted from refunds. The Arbitration provisions of this Contract is nonbinding to Georgia.

The Arbitration and Mediation provisions of this contract shall be Governed by the laws of the State of Georgia.

IDAHO

If the Service Contract is cancelled within thirty (30) days of Your purchase of this Contract and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After thirty (30) days or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined in the section titled "How This Contract May Be Cancelled".

ILLINOIS

Cancellation:

If You elect to cancel this Contract, EFGHS may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50). In the event the covered service is not provided by the Service Contract Provider within 60 days of proof of loss by You, You may file directly with the Service Contract reimbursement insurance company.

IOWA

This Contract is subject to rules administered by the Iowa Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company include a copy of Your Service Contract and Your paid repair order.

LOUISIANA

Cancellation:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Contract to the Provider. If this Service Contract is cancelled, We shall mail a written notice stating the effective date and the reason for the cancellation to the last known address of the Service Contract Holder contained in our records. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the Provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. However, a cancellation notice will still be mailed to the Service Contract Holder.

SPECIAL STATE REQUIREMENTS

MICHIGAN

If performance under this Residential Service Contract is interrupted because of strike or work stoppage at Our place of business, the effective period of coverage shall be extended for the period of the strike or stoppage.

MISSOURI

A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty days for return of the Contract to the Service Contract Provider. In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The Provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen days of the date of termination.

NEVADA

Cancellation:

Cancellations will be administered in accordance with NAC 690C.120.

We may not cancel this Service Contract after it has been in effect for seventy (70) days except for any of the following: (a) You fail to pay an amount when due; (b) You have been convicted of a crime which results in an increase in the service required under the Service Contract; (c) There is discovery of fraud or material misrepresentation by You in obtaining the Service Contract, or in presenting a claim for service thereunder; (d) Discovery of an act of omission by You or a violation of any condition of the Service Contract by You; (e) There is 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 the Service Contract was issued or sold.

If EFGHS cancels this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at the Your last known address. No cancellation fee will be charged to You if this Contract is cancelled by Us and We will refund an amount equal to the unearned pro-rata purchase price paid for this Service Contract. If You have financed this Service Contract and there is a balance owed the refund sent to your lender will not exceed Your outstanding balance owed.

We will refund the purchase price of the Contract within forty-five (45) days after the Contract has been returned to Us by You. A ten percent (10%) penalty will be added to Your refund for each thirty (30) day period that the refund remains unpaid. If You have financed this Service Contract and there is a balance owed the refund sent to Your lender will not exceed Your outstanding balance owed.

This Residential Service Contract includes a Service Call Fee, listed on Your Service Contract Registration Page that You must pay on a service call for a failure as reported by You. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Service Call Fee is due at the time of the service call. You will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/or items installed, up to the amount of the Service Call Fee at the time of the visit(s), in a manner acceptable to the authorized contractor. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Residential Service Contract are also Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Residential Service Contract, You are responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Service Call Fee.

NEVADA (CONTINUED)

Emergency Service:

If a covered repair involves the loss of heating or cooling, loss of plumbing (optional coverage required), substantial loss of electrical service or any other condition which renders a dwelling uninhabitable, for which you have coverage, it will be considered a temporary emergency condition. In event of temporary emergency conditions, You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through our 24 hour emergency toll free number 1-844-548-2817. If the determination has been made by EFGHS that the failure is covered We will give the proper authorization to a bonded, insured and licensed service professional for repair or replace covered failures. Emergency service work will began no later than 24 hours after the report of the covered failure. If the emergency service involving the goods covered in this Contract renders a dwelling unfit for a person to live in because of defects that endanger the health and safety of the occupants, We will provide a status report to the holder no later than three (3) calendar days after the report of the claim, if We cannot complete the repairs within three (3) calendar days. An Appliance failure is not considered an emergency failure.

Under the section titled Other Important Contract Provisions, number 11 does not apply.

NEW MEXICO

We may not cancel this Contract once it has been in effect for seventy (70) days, except for: 1) failure to pay the Contract purchase price; 2) the conviction of You of a crime which results in an increase in the service required under the Contract; 3) fraud or material misrepresentation by You in purchasing the Contract or obtaining service or; 4) the discovery of an act or omission, or a violation of any condition of the Contract by You which substantially and materially increases the service required under the Contract. If We cancel this Service Contract You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

NEW YORK

If the Service Contract is cancelled within ten (10) days of Your Contract purchase (the initial period) and If no claim has been made under the Contract, the Contract shall be void and the provider shall refund to the Contract Holder the full purchase price of the Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the price paid for the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty days of return of the Contract to the provider.

In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is non-payment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

NORTH CAROLINA

If You elect to cancel this Residential Service Contract any time after purchase and receive a pro-rata refund on the Residential Service Contract, a reasonable administrative fee not to exceed the lesser of ten percent (10%) of the Service Contract Price or twenty-five (\$25) will be assessed.

OKLAHOMA

This Contract is not issued by the manufacturer or wholesale company marketing the product covered by this Contract and this Contract will not be honored by such manufacturer or wholesale company.

You are entitled to a full refund in the event you cancel the Contract within the first thirty (30) days or a claim has been made within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is cancelled by You, or a claim has been made in the first thirty (30) days You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. In the event the Administrator cancels this Contract, You shall receive a refund equal to one hundred percent (100%) of

OKLAHOMA (CONTINUED)

the unearned pro-rata purchase price. No claim incurred or paid shall be deducted from the amount of the refund.

The Oklahoma Department of Insurance does not review commercial service warranty contract language. Coverage afforded under this Residential Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

OREGON

If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract Holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Contract Holder's county of residence or any other county in the State of Oregon agreed to by both parties.

Emergency Service:

If a malfunction or failure of a covered system or appliance occurs leaving the covered property uninhabitable due to the loss of heating, cooling, plumbing (optional coverage required) or substantial electrical issues and the malfunctions immediately endanger the safety of the occupants of the covered property, covered repairs will begin within 24 hours after the covered problem is reported. You must call 1-844-548-2817 to report the claim. Outside of normal business hours call 1-844-548-2817 You will be asked to leave certain information pertaining to Your Residential Service Contract.

SOUTH CAROLINA

If You have any questions regarding this Residential Service Contract or a disputed claim against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Ste.1000, Columbia, South Carolina 29201, (803)737-6160.

In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days for return of the Contract to the Service Contract Provider.

Cash settlements are not an option for South Carolina customers.

TEXAS

The purchase of a Residential Service Contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

This Residential Service Contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this Residential Service Contract may be directed to the Commission at [P.O. Box 12188, Austin, Texas 78711, (512) 936-3049.]

NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS HOME SERVICE AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.

Buyers Signature Date

UTAH

CANCELLATION: This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lien Holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Coverage afforded under this Home Warranty Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service Contract Contractual Liability Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed; the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Any matter in dispute between You and Us 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 Us. Any decision reached by Arbitration shall be binding upon both You and Us.

The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Emergency Repairs: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

WISCONSIN

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed in the Registration Page by both the Customer and an Authorized Representative of the Issuing Seller. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and received a pro rata of any unearned provider fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible. Failure to furnish proof of loss within such time does not invalidate or reduce Your claim if You can demonstrate that it was not reasonably possible to file the documents within such time period. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Wisconsin residents.

We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by You to the provider or administrator, or substantial breach of duties by. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract for a reason other than non-payment of the provider fee, We will refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If this contract is cancelled by WE, US, OUR, YOU or YOUR, A reasonable administrative fee not to exceed ten percent (10%) of the provider fee will apply. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's Insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, [P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103].

WYOMING

Cancellation

If EFGHS cancels this Contract, a written notice will be mailed to You at Your last known address at least ten (10) days prior to cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by the service contract holder relating to the covered product or its use.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to EFGHS.

TRANSFER/CANCELLATION APPLICATION

To transfer / cancel this Contract, complete the following and mail a photocopy of the front of this Contract to:
EFGHS TRANSFER DEPARTMENT • P.O. BOX 167667 • IRVING, TEXAS 75016
 Please mark one of the following:

TRANSFER CANCELLATION

Please transfer / cancel the remainder of the Contract. I am transferring / canceling this Contract in accordance with the provisions stated in the Contract. In order to transfer, I am enclosing with this application a twenty-five dollar (\$25) check or money order made payable to EFGHS. I understand that if this Contract has been financed through a payment plan and there is an outstanding balance owed, that the balance must be paid to keep this Contract in force. If I still choose to transfer this Contract, I will contact the payment plan company and transfer the payment plan account obligations to the new owner of the home indicated below and as listed on the Registration Page.

Name of New Owner: _____	Date of transfer/cancellation: _____
Address: _____	
City, State, Zip _____	

Verification that the Home has been maintained as required by this Contract must be supplied by original Contract Holder to new home purchaser. Application must be received within 30 days of the transfer / cancellation date. Transfer will be considered to be valid when new home purchaser receives confirmation letter from Administrator or Service Contract Provider.

_____ Signature of new home Purchaser (if transfer) Date	_____ Signature of Original Contract Holder (if transfer) Date
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_____ Signature of Contract Holder or representative of lien holder (if cancelling)	Date	Phone
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_____ Signature of authorized representative of Seller (if cancelling)	Date	Phone
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EFG COMPANIES PRIVACY POLICY

The trust of our customers is EFG Companies ("EFG") most valuable asset. EFG safeguards that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy.

Below is EFG's privacy pledge to our customers:

Information We May Collect

EFG may collect nonpublic personal information about you from the following sources:

- Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer, and income;
- Information about your transactions with the companies of EFG or other nonaffiliated parties, such as your name, address, telephone number, age, insurance coverage, transaction history, claims history and premiums;
- Information you provide to us on applications or from health care providers, such as doctors and hospitals, to determine your past or present health condition. Health information will be collected as we deem appropriate to determine eligibility for coverage, to process claims, to prevent fraud, and as authorized by you, or as otherwise permitted or required by law.

Information We May Disclose and To Whom We May Disclose Information

The nonpublic personal information EFG may collect as described above may be disclosed in order to deliver products and services to you, provide customer service or administer your account.

Disclosures Permitted by Law

EFG may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliated and nonaffiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

Information Regarding Former Customers

EFG does not disclose nonpublic personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures

EFG restricts access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.