



## Registration Page

SELLER CODE

CONTRACT NUMBER

### CONTRACT HOLDER INFORMATION

Name			Phone		
Address			Mailing Address		
City	State	Zip	City	State	Zip

### CONTRACT INFORMATION

CONTRACT PURCHASE DATE	CONTRACT PURCHASE PRICE	TERM OF CONTRACT <b>3 YEARS</b>	SERVICE CALL FEE <b>\$75</b>
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### DELUXE COVERAGE

(See Contract Coverage Details)

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>Central Air Conditioning</li> <li>Central Heating</li> <li>Electrical System</li> <li>Water Heater</li> <li>Clothes Dryer</li> <li>Clothes Washer</li> </ul> | <ul style="list-style-type: none"> <li>Kitchen Refrigerator</li> <li>Food Spoilage</li> <li>Cooking Range/Oven/Cooktop</li> <li>Built-in Dishwasher</li> </ul> | <ul style="list-style-type: none"> <li>Built-in Microwave</li> <li>Garbage Disposal</li> <li>Ceiling Fans</li> <li>Doorbell</li> <li>Exhaust Fan</li> </ul> |
|---|--|---|

### OPTIONAL COVERAGE UPGRADES

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Additional Air Conditioning Unit | <input type="checkbox"/> Well Pump          | <input type="checkbox"/> Swimming Pool Equipment |
| <input type="checkbox"/> Roof Leak Repair                 | <input type="checkbox"/> Plumbing System    | <input type="checkbox"/> Spa Equipment           |
| <input type="checkbox"/> Ice Maker-In Refrigerator        | <input type="checkbox"/> Septic System      | <input type="checkbox"/> Programmable Thermostat |
| <input type="checkbox"/> Freestanding freezer             | <input type="checkbox"/> Garage Door Opener | <input type="checkbox"/> Central Vacuum System   |
| <input type="checkbox"/> Service Call Fee Upgrade         |   |  |

### MANDATORY SURCHARGES

- |                                  |                                   |   |
|----------------------------------|-----------------------------------|---|
| <input type="checkbox"/> Duplex  | <input type="checkbox"/> Fourplex | <input type="checkbox"/> Single Family Home 5,000-7,999 sqft    |
| <input type="checkbox"/> Triplex |                                   | <input type="checkbox"/> Single Family Home 8,000 - 12,000 sqft |

### SELLER INFORMATION

NAME		PHONE
ADDRESS		
CITY	STATE	ZIP

**This Contract has a mandatory thirty (30) day wait period. The wait period is measured in time from the Contract Purchase Date as noted above. Thirty (30) Days will be added to YOUR Contract Term.**

SAMPLE

## 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 **EGV COMPANIES, INC.** (hereinafter referred to as “**EGV**”, “**WE**”, “**US**”, “**OUR**”) and the Service Contract Holder shown on the Registration Page (hereinafter referred to as “Contract Holder”, “**YOU**”, “**YOUR**”).

**YOUR benefits and OUR obligation to perform under this Service Contract are insured by an insurance policy with Lyndon Southern Insurance Company, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738]. If the benefits as described are not provided within sixty (60) days after YOU provide proof of loss covered by this Residential Service Contract, then YOU may make a direct claim against Lyndon Southern 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.**

**YOUR** Service Contract effective 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 1-844-947-4237.**

### DEFINITIONS

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

**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**.

**WAIT PERIOD** means thirty (30) days from the Service Contract purchase date. Thirty (30) days will be added to the end of **YOUR** initial term.

**EGV** refers to EGV COMPANIES, INC., the Administrator of this Contract.

**YOU, YOUR and the CUSTOMER** refer to the person contracting for Services covered by this Contract and whose name(s) appear on the Cover Page.

**WE, US and OUR** refer to **EGV COMPANIES, INC.** [50 N Laura St, Suite 2500, Jacksonville Florida 32202 (844) 947-4237], the Obligor of this Contract in all states except in Oklahoma, Utah, Florida, and Virginia where it is LYNDON SOUTHERN INSURANCE COMPANY, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738] (Florida License Number 03698), in Wisconsin where it is The Service Doc Inc., [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738] and in California where it is RESPONSE INDEMNITY COMPANY OF CALIFORNIA, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738].

## TO OBTAIN SERVICE

1. **YOU** or **YOUR** agent (including tenant) must notify **US** for work to be performed under this contract as soon as the problem is discovered. **WE** will accept service calls at (844) 947-4237. Notice of any malfunction must be given to **US** prior to expiration of this contract.
2. Upon request for service, **WE** will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact **YOU** to schedule a mutually convenient appointment during normal business hours. **WE** will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If **YOU** should request **US** to perform non-emergency service outside of normal business hours, **YOU** will be responsible for payment of additional fees and/or overtime charges.
3. **WE** have the sole and absolute right to select the Service Provider to perform the service; and **WE** will not reimburse for services performed without prior approval.
4. **YOU** will pay up to a \$75 trade service call fee ("Service Fee") per claim or the actual cost, whichever is less, as specified in **YOUR** Coverage Details. The Service Fee is for each visit by **OUR** approved Service Provider, except as noted in Section C (5), and is payable to **OUR** approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event **YOU** fail to be present at a scheduled time, or in the event **YOU** cancel a service call at the time a Service Provider is in route to **YOUR** home or at **YOUR** home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract term will not be extended.
5. If service work performed under this contract should fail, then **WE** will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

## COVERAGE PERIOD

**YOUR** initial payment includes a thirty (30) day **WAIT PERIOD** before **YOU** are eligible for coverage under this **Agreement**. Coverage begins on the Effective Date as indicated on the **Declaration of Coverage** which is thirty (30) days after the Purchase Date. All monthly terms will begin on the Effective Date. After the Effective Date, coverage will continue as long as all payments are made as scheduled.

During the coverage period, **WE** will arrange for an authorized service contractor to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for those items specifically listed as being covered on the **Declaration of Coverage and** excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**.

Plans may be selected for annual or monthly terms, and paid for accordingly. **All monthly plans automatically renew unless cancelled by YOU or Non-renewed by US.**

## WHAT YOUR AGREEMENT COVERS

The provisions of the **Agreement** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown**.

The appliances or system must be:

- Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, and pool or spa equipment);
- In good working order on the Effective Date of this contract;

- Properly maintained and installed throughout the coverage period; and
- Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). This **Agreement** does not cover costs for maintenance.

This **Agreement** only covers residential properties including single family homes, townhomes, condominiums, multi-family properties (duplex, triplex, etc.), or Mobile homes attached to a permanent foundation. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this **Agreement** will not be covered. Coverage is for occupied residences only.

## DELUXE COVERAGE

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

1. **COOLING/HEATING SYSTEMS:** WE will cover up to \$1,000 per system per 12 month period listed below. The \$1,000 limit includes any costs for access, diagnosis, repair/replacement and installation.

- A. **Central Air Conditioning (includes Heat Pumps):** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.
- B. **Central Home Heating:** (Gas or Electric) **COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, and Heat Coil. Only natural gas/propane space heaters used for heating **CUSTOMER's** entire residence are covered as central heat. **NOT COVERED:** Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

**NOTE:** For cooling or heating systems over 10 years old: If the repair is over \$600 or parts are not available to repair the equipment, a \$600 replacement allowance will be paid to the **CUSTOMER**. This allowance will increase by \$50 for each full year the **CUSTOMER** has been in the program up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required in the form of a purchase receipt.

2. **ELECTRICAL SYSTEM**

**Covered:** All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

3. WATER HEATER

**Covered:** (Gas or Electric) Gas Valve, Main, Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element

**NOT COVERED:** Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines. **NOTE:** Water heaters need regular maintenance, manufacturers recommend twice a year or follow YOUR manufacturer's recommendations.

4. FOOD SPOILAGE

**WE will cover up to \$250 per 12 month period for food spoilage. COVERED:** A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a refrigerator/freezer **Breakdown.**

5. APPLIANCES AND OTHER SYSTEMS: (NOT INDUSTRIAL OR COMMERCIAL GRADE) WE will cover up to \$500 per appliance or system per 12 month period listed below. The \$500 limit includes any costs for access, diagnosis, repair/replacement and installation.

a. Kitchen Refrigerator - Primary

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

**Note:** Refrigerators need routine manufacturer's maintenance including vacuuming and coil cleaning or follow YOUR manufacturer's recommendations.

b. Built-In Dishwasher - Primary

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

c. Built-In Microwave

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

d. Cooking Range/Oven/Cooktop - Primary

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

e. Garbage Disposal

**Covered:** All mechanical and electrical components and parts. **NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food.**

f. Clothes Washer

**Covered:** Water Level Switch, Water Inlet Valve, Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts.

**NOT COVERED: Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**

g. Clothes Dryer

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

**h. Ceiling Fans**

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

**i. Doorbell System**

**Covered:** All components and parts, except as noted as Not Covered. **NOT COVERED:** Any Audio/Video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.

**j. Kitchen Exhaust Fan**

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

**NOTE:** For appliances and systems over 10 years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to the **CUSTOMER**. This allowance will increase by \$50 for each full year the **CUSTOMER** has been in the program up to a maximum of \$500. Proof of purchase of a new appliance, system or item is required in the form of a purchase receipt.

## OPTIONAL COVERAGE

Systems and appliances listed below are covered if optional coverage has been selected on YOUR Registration Page and additional fees have been paid. YOUR call fee is \$75 per service call for *Optional Coverage* system or appliance coverage. Relevant to repairs on the optional systems below, WE will not be responsible for claims in excess of \$500 in per system per 12 month period listed below. The \$500 limit includes any costs for access, diagnosis, repair/replacement and installation.

**6. SERVICE CALL FEE UPGRADE**

If the agreement declaration page indicates that **YOU** marked and paid for the SERVICE CALL FEE UPGRADE, **YOUR** Service Call Fee will be reduced to **\$45** per service call requested by You.

**7. PLUMBING SYSTEM**

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

**8. GARAGE DOOR OPENER**

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

**9. ICE MAKER – IN REFRIGERATOR**

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

**10. CENTRAL VACUUM SYSTEM - OPTIONAL COVERAGE**

**Covered:** All mechanical system components and parts. **NOT COVERED:** Ductwork – Hoses – Blockages – Accessories.

**11. SWIMMING POOL EQUIPMENT**

**Covered:** Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater, Pump, Motor, Filter, Filter timer, Gaskets, Blower, Timer, Valves, limited to back flush, actuator, check, and 2 and 3-way valves, Relays and switches, Pool sweep motor and pump, Above ground

plumbing pipes and wiring, except: **NOT COVERED: Portable or above ground pools/spas, Control panels and electronic boards, Lights, Liners, Maintenance, Structural defects, Solar equipment, Jets, Ornamental fountains, waterfalls and their pumping systems, Pool cover and related equipment, Fill line and fill valve, Built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, Turbo valves, skimmers, chlorinators, and ionizers, Fuel storage tanks, Disposable filtration mediums, Cracked or corroded casings, Grids, Cartridges, Heat pump, Salt water systems.**

12. SPA EQUIPMENT

**Covered:** All Above Ground, Accessible, Working Components and Parts of the Heating and Pumping Systems; Gaskets; Primary Circulator Pump; Motor; Relays and Impellers; Back Flush Valves; and Check Valves

13. FREESTANDING FREEZER – OPTIONAL COVERAGE

**Covered:** Mechanized parts and components affecting the proper operation of two (2) freestanding freezers. Covered mechanical parts and components include only the following: belts; compressor; condensers; control timers; defrost heaters; latch assemblies; electronic components; evaporators; fan motors; hinges; hoses; internal wiring; motors; power cords; pumps; pulleys; ram assembly; switches and relays; solid state control boards; thermostats; touch pads; and water valves. Relevant to Freestanding Freezers **WE** will not be liable for claims in excess of **\$1,000 WE** will cover per 12 month period.

14. ADDITIONAL AIR CONDITIONING UNIT (includes Heat Pumps)

**Condition:** Coverage provided by these options is in addition to the primary air conditioning unit coverage offered under this **Agreement**. The underlining coverage for a primary air conditioning unit **must** also be purchased to receive coverage. **Covered:** Refrigerant and coils. If the Central Air Conditioning unit **must** be replaced the additional option limit only covers the coil and not any other components. **NOT COVERED:** All other components of the Central Air Conditioning (includes Heat Pumps).

15. SEPTIC SYSTEM

**Covered:** All mechanical and electrical components and parts. **NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food**

**Covered:** Sewage ejector pump, Jet pump, Aerobic pump, Septic tank and line from house. **NOT COVERED:** Leach lines, Field lines, Lateral lines, Tile fields and leach beds, Insufficient capacity, Clean out, Pumping.

16. PROGRAMMABLE THERMOSTAT

**Covered:** Electronic or programmable thermostat that works in conjunction with a Covered Heating System or Air Conditioning/Cooler or Built-in Wall Unit. **NOT COVERED:** All other

17. ROOF LEAK REPAIR

**Covered:** Repair of shake, shingle, and composition roof leaks over the occupied living area. **NOT COVERED:** Porches, Patios, Cracked and/or missing material, Foam roofs, Tar and gravel or metal roof, Cem wood shakes, Masonite shingles, Flat or built up roof, Structural leaks adjacent to or **caused** by appendages of any kind, Downspouts Flashing, Gutters, Skylights, Decks, Patio covers, Solar equipment, Roof jacks, Antennae, Satellite components, Chimneys, Partial roof replacement, Preventative maintenance. NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

18. WELL PUMP: **Covered:** All components and parts of Well pump utilized for main dwelling only, except: **NOT COVERED:** Holding or storage tanks, Digging, Locating pump, Pump retrieval, Redrilling of Wells, Well casings, Pressure tanks, Pressure switches and gauges, Check valve, Relief valve, Drop pipe, Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, Booster pumps, Well pump and Well pump components for geothermal and/or water source heat pumps.

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## TERMS OF COVERAGE

**EGV** 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 **(844) 947-4237. CUSTOMER Service Representatives are available Monday through Friday 8:00 AM until 5:30 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 [Claims@omegahomecare.com](mailto:Claims@omegahomecare.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.
2. **EGV** 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 **EGV** 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. **EGV** does not provide overtime service on covered repairs. Repairs are scheduled during normal business hours. In the event **YOU** choose to pay overtime charges, **EGV** 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 (optional coverage required) or 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 [Claims@omegahomecare.com](mailto:Claims@omegahomecare.com). Appliance failure is not considered an emergency. If the determination has been made by **EGV** 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 8 AM until 5:30 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)

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. **EGV** 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 **EGV**. 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. **EGV** 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. **EGV** 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. Our obligation to pay for the repair or replacement of covered appliances, systems or items will not exceed **\$5,000** per 12 month period. **WE** will not pay more than the original purchase price for any appliance, system or item.
2. **WE** have the sole right to determine whether a covered item needs to be repaired or replaced. If **WE** decide to replace the covered appliance, item, system or electronic equipment, **WE** are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. **WE** are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
3. **WE** reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what **WE** would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
4. All equipment covered by this **Agreement** must be in good working condition as of the Effective Date of the plan and be reasonably clean and accessible at the time of service. **This Agreement does not cover pre-existing conditions, defects or deficiencies.**
5. **WE** reserve the right to obtain a second opinion at **OUR** expense.
6. **WE** reserve the right to use qualified contractors, select parts to be Used, and to restrict certain makes of equipment used to fulfill all or any part of **OUR** obligation under the terms of this Agreement.

## LIMITS OF LIABILITY AND EXCLUSIONS (continued)

7. **WE** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The **Use** of non-original manufacturer parts is permitted under this **Agreement**.
8. **WE** are not a service contractor and are not ourselves undertaking to repair or replace any such systems or components.
9. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **YOU** covering a loss also covered by this **Agreement**, this **Agreement** will pay in excess of and not contribute with other insurance, warranty or guaranty. **WE** will not pay for parts covered under a manufacturer's warranty.
10. This **Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This **Agreement** does not cover the cost of opening or closing walls, floors, or ceilings.
11. **WE** are **NOT** responsible for:
  - a. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.
  - b. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
  - c. Missing parts or structural changes.
  - d. Any appliance or system deemed or classified by the manufacturer as commercial.
  - e. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
  - f. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
  - g. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond **OUR** control.
  - h. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
  - i. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
  - j. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
  - k. Failures due to rust or corrosion within the first sixty (60) days from the date of initial purchase date.
  - l. Any service or repair associated with hazardous material treatment, removal, or disposal.
  - m. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
  - n. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
  - o. Any costs or fees associated with Use of cranes needed to install or remove any equipment located on the roof.

12. FEES and CHARGES:

- A. If plan payment is not collected on scheduled date (i.e. every 30, 90 or 365 days) service under this **Agreement** may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation section VIII.
- B. The price of this **Agreement** and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to **YOU** in writing at least thirty (30) days prior to implementation. **YOU** may terminate the **Agreement** giving written notice prior to the effective date of increase.

13. TRANSFERABILITY: This **Agreement** is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This **Agreement** is non-transferable to a new address and is only valid for the original residence.

14. LAWS, CODES and REGULATIONS: This **Agreement** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. **WE** are not responsible for service when permits cannot be obtained, nor will **WE** pay any costs relating to permits.

15. **This Agreement is not a contract of insurance.**

#### HOW THIS CONTRACT MAY BE CANCELLED

- 1. You may cancel the **Agreement** only by contacting (844) 947-4237. Cancellation becomes effective at the end of the current month of coverage.
- 2. In the event of cancellation of an Annual plan, If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **WE** will refund the entire **CONTRACT** Purchase Price, less any claims paid. If this **CONTRACT** is cancelled after the first thirty (30) days, **WE** will refund the unearned **CONTRACT** Purchase Price to **YOU** calculated on a pro rata basis. The refund will be equal to the amount produced by the number of days the **CONTRACT** was in force prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) and deducting all incurred Claims. Please see special state requirement for applicable local laws.
- 4. **WE** reserve the right to cancel this Agreement in the event of **CUSTOMER** fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for **CUSTOMER** fraud or material misrepresentation, **WE** may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- 5. Once this **Agreement** is cancelled, **YOU** will be subject to a thirty (30) day waiting period if **YOU** wish to purchase another **Agreement**.

**WE reserve the right to update or modify the Terms and Conditions of this Agreement upon thirty (30) days written notice.**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**TRANSFER / CANCELLATION APPLICATION**

To transfer / cancel this Contract, complete the following and mail a photocopy of the front of this Contract to:

EGV TRANSFER DEPARTMENT • 50 N Laura St • Suite 2500 • Jacksonville, FL 32202

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 EGV. 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 transferring) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Original Contract Holder (if transferring) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Contract Holder or representative of lien holder (if cancelling) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Signature of authorized representative of Seller (if cancelling) \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

## SPECIAL STATE REQUIREMENTS

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

### **ALABAMA**

EGV 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 EGV 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.

### **FLORIDA**

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

## **GEORGIA**

### ***Cancellation:***

If **EGV** may cancel this Service Contract for non-payment, fraud, or material misrepresentation. If **WE** cancel the Service Contract, a ten (10) day written notice will be issued for non-payment or if the contract has been in force less than sixty (60) days. A thirty (30) day written notice will be issued if the contract has been in force sixty (60) days or more and there is fraud or material misrepresentation. There is no cancellation fee. Refunds will be issued pro-rata if cancelled by either the **YOU** or **EGV**.

## **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, **EGV** 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.

## **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 **EGV** 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.

#### **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 1-877-838-3327. If the determination has been made by **EGV** 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 begin 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 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 (877) 838-3327 to report the claim. Outside of normal business hours call (877) 838-3327 **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) 465-3917.

**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.**

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**Buyers Signature**

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**Date**

## **UTAH**

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

### **EGV COMPANIES PRIVACY POLICY**

The trust of **OUR** customers is EGV Companies ("EGV ") most valuable asset. EGV 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 EGV 's privacy pledge to **OUR** customers:

#### ***Information WE May Collect***

EGV 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 EGV 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 EGV 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***

EGV 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***

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

#### ***Our Security Procedures***

EGV 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.

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SAMPLE