# **Declaration of Coverage**

Following are the details for the plan you purchased from Armadillo.

Plan Seller:

Armadillo Home Solutions, INC 1400 Main Street, Suite 164, Clarksville, IN 47129 **Plan Administrator:** 

Armadillo Home Solutions, INC 1400 Main Street, Suite 164 Clarksville, IN 47129

Coverage Category	Maximum Coverage Limit	Service Fee	Coverage over 10 years old?	
Home Air Conditioning and Heating System	\$1,000	\$125	No	
Internal Plumbing System	\$750	\$125	Yes	
Internal Electrical System	\$750	\$125	Yes	
Water Heater	\$500	\$125	No	
Dishwasher	\$500	\$125	No	
Range/Oven/Cooktop	\$500	\$125	No	
Clothes Washer and Dryer	\$500	\$125	No	
Built-in Microwave	\$500	\$125	No	
Total Plan Limit of Liability: \$1,500				

Reference to Schedule A - Coverage Chart for the specific parts and labor covered by this Contract for each covered category listed above.

Submit claims by completing <a href="http://www.armadillo.one/100dayclaim">http://www.armadillo.one/100dayclaim</a> or call (844) 332-4252

### **PLAN TERMS AND CONDITIONS**

This Plan together with the Declaration of Coverage and Email Confirmation, sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

"We", "Us" and "Our" shall mean the Plan Obligor/Provider listed on your Declaration of Coverage. "You" shall mean the Plan Holder listed on your Email Confirmation. For service or claim questions, please go to <a href="http://www.armadillo.one/100dayclaim">http://www.armadillo.one/100dayclaim</a> or call (844) 332-4252.

### **Definitions**

"Coverage Chart" means the tables in Schedule A at the bottom of this contract and includes the specific parts and labor costs covered by this contract.

"Covered Property" means the property listed on the confirmation email you received.

"Home Close Date" means the close of escrow date, also referred to as the first title transfer date.

"Home Inspection Date" means the date on which Your home inspection company performs and completes a home inspection on Your Covered Property.

### **Coverage Period**

Your Plan coverage begins on the Plan Effective Date which is listed on your Email Confirmation and the same as your Home Close Date. Your Plan expires 100 days from the Plan Effective Date (the "Coverage Period") and in no case more than 100 days from the Home Close Date. Your plan will only be activated and in effect if:

- 1) You activated the plan within 7 days of the Home Close Date by filling out the following form (https://info.armadillo.one/opendoor\_100dayactivation) and submitting your credit card information.
- There is no other Home Warranty plan in effect on your property. This plan cannot be activated if You are already covered by a service contract.

Your Plan may be cancelled earlier as provided below in the Cancellation section or if our obligations under the Plan become fulfilled in their entirety based on the Total Plan Limit being reached.

### **Claims Procedure**

1) A claim must be made prior to the expiration of the Coverage Period. To submit a claim, go to the link included in the 'To file a claim' section of Your Email Confirmation or call (844) 332-4252.

Please be prepared to provide the following information:

- a. Your phone number and email address where you can be reached;
- b. Home Close Date;
- c. A brief description of the breakdown from mechanical failure;
- d. For Appliances and HVAC, the make, model and serial number.
- e. Appliance, product, or system purchase date and/or age.
- 2) An itemized repair estimate must be submitted for every approved claim, including the breakdown of parts and labor, as well as a specific cause for the breakdown from mechanical failure in writing from a licensed or properly certified repair technician. We reserve the right to request up to two (2) additional estimates. Receipts / Invoices for reimbursement must come from a licensed active business in your state listed on Secretary of State site; invoices must contain the business name, business number, business address, current active state license number, official diagnosis of part that failed, part cost, hourly labor cost, and payment information/confirmation (i.e. Check #, Confirmation #, Credit Card Transaction #, etc.). Please include all the above-mentioned items in one centralized receipt/invoice to avoid claim denial. For a claim to be eligible for reimbursement, submitted invoices must be clear and legible.
- 3) A copy of your Home Inspection Report and approved documentation verifying Home Close Date must be submitted with the repair estimate.
- 4) Claims will only be processed after all necessary information has been received by Us. All required documentation must be received within seven (7) days of the date the repair was complete. Failure to provide the required documentation within this period will result in denial of your claim.

Armadillo reserves the right to ask for additional information before reimbursement is issued.

### What is a Service Fee?

For every claim you submit, you will pay the Service Fee listed on Your Declaration of Coverage, if applicable. This is a non-refundable fee. This fee ensures that we can offer you and others comprehensive yet affordable coverage.

### **What Your Plan Covers**

Subject to the exclusions listed in the What's Not Covered section below and all other terms herein, this contract will reimburse specific amounts, for specific parts that breakdown including specified labor costs, only for selected appliances, products and systems. All covered items that are eligible for reimbursement are listed in the coverage chart (Exhibit A) including labor reimbursement. Any item **not included** in the coverage chart is not eligible for reimbursement under this contract. This contract does not cover additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair; nor does this contract cover the cost of restoration of drywall, plaster, wall coverings, floor coverings, countertops, etc. This contract is not a replacement cost insurance policy or a manufacturers full replacement warranty. This contract only provides coverage for items listed on the Declaration of Coverage and the coverage chart (Exhibit A), should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear, and confirmed to be within the ten (10) year old age threshold, if applicable, at time of claim submittal. Mechanical failure means that the breakdown of your appliances, products and systems is the result of normal, ordinary use, following the guidelines of the manufacturer.

Only items noted by the home inspector to be in good operational condition are covered. Any covered items the inspector does not test or inspect, recommends being repaired, replaced, further evaluated, stated less than good or marginal, not tested because of outside temperature or other factors would not be covered unless the home seller or buyer has proceeded with the repair/replacement of said items and can provide a receipt or can provide a paid invoice showing an evaluation of approval by a licensed company. Any home inspection recommending a home warranty for a specific unit by the home inspector, will be considered pre-existing and not be eligible for coverage under this contract. In the event of a unit or system replacement We would cover only the parts that failed and their corresponding labor as assigned on your Coverage Chart. Homeowner can use reimbursement amount towards the purchase of a new unit.

Appliances, products, and systems covered by your Plan are listed on your Declaration of Coverage, along with the maximum limit we will pay for all claims on an individual item, applicable Service Fee, if any, and designation of coverage based on the ten (10) year age threshold. This Contract does not cover breakdowns due to age. The Total Plan Limit listed on the Declaration of Coverage is the most we will pay for any combination of losses to covered items during the Coverage Period. This Plan only covers items manufactured and marketed for residential use and we only cover Covered Properties that are residential properties including single family homes, townhomes, condominiums, multi-family properties (duplex, triplex, etc.), floating homes (OR and WA only), 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, sorority/fraternity or short-term rental (such as Airbnb or VRBO) are not eligible as Covered Properties. Common areas or items shared by non-purchasers of this Plan will not be covered. Coverage is for occupied residences only. Shared systems and appliances are not covered.

If the service provider recommends a system or appliance replacement/upgrade, or you've already performed a system or appliance replacement/upgrade, Armadillo will only reimburse you for the actual part that has filed and is listed on the coverage chart. We recommend you get a second opinion prior to install when a system replacement/upgrade is recommended.

### What's Not Covered

This Plan provides coverage only for those items specifically listed as being covered on the Declaration of Coverage and excludes all other items. We do not cover reimbursements for any item that is covered by the manufacturer, another warranty product or by your homeowners or any other insurance policies. We do not cover intentional damage by you, nor losses that could have been foreseen or prevented by you through reasonable steps. If damage like this has happened before, it is your responsibility to have it fixed. If you already knew about a pre-existing condition, or should have reasonably known about it, it is not covered. This Plan does not match brand, color, dimensions, or special configurations. This Plan does not cover any material, parts or labor required as a result of: vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding; any cosmetic only defects that do not affect or impede the functionality of the product; consumable items, such as filters; accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items; 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; consequential damage to non-covered products; restoration; or damage or failure caused by animals or insects, including infestation and human or animal bodily fluids; or cost of construction, modifications, or carpentry work made necessary to install replacement or accommodate different dimensions. Failures caused by lack of routine maintenance and cleaning of covered items as specified by the manufacturer. Upgrades, components, parts, equipment, costs of construction, carpentry, or other modifications required due to the incompatibility of the existing equipment with the replacement system, appliance, or

component/part, including but not limited to SEER standard, R-410A, and/or 7.7 HSPF or higher compliant, as well as any other efficiency required by federal, state, or local governments. Services/Costs required to meet current building and zoning code requirements or to correct for code violations (unless coverage specifically purchased and stated on the Declaration of Coverage); services when permits cannot be obtained. We are not responsible for the costs to obtain permits (unless coverage specifically purchased and stated on the Declaration of Coverage). Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, ore any modification, reprogramming, destruction, or deletion of data or software by any means. For each covered appliance, product, or system, the following is not covered by this Plan:

<u>Appliances</u>: This plan does not cover any failure that is unrelated to normal use of the product (i.e. physical damage) or failures that do not contribute to the appliance's primary function; <u>Plumbing</u>: This plan does not cover any piping and plumbing outside perimeter of foundation or below the foundation of the home (including exterior hose bibs), well, sump, or booster pumps, sprinkler systems, stoppages caused by roots or foreign objects, collapsed or damaged lines outside the confines of the main foundation;

Central AC (Ducted/Electric only up to 5 ton) and Heating Systems (Ducted Gas, Electric or Oil): This plan does not cover improperly sized units, geo thermal, gas air conditioning systems, solar heating systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, chimneys, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, fuel tanks, refrigerant line sets, belts, wiring, condensate pump, smart and/or Wi-Fi enabled thermostats, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, thermal expansion valve, mini-split systems, non-ducted wall units. Use of cranes or other lifting equipment to repair or replace units/system components. Costs associated with replacing non-failed parts to bring a system into compatibility (including conversion to R410a), modifications necessitated by the repair of existing equipment or the installation of new equipment, including, but not limited to, the required replacement of air handlers when replacing condensers, condensers when replacing air handlers, zone controllers and damper motors. This plan does not cover refilling or recharging refrigerants. This plan does not warrant or cover temperature differential, insufficient capacity, or failure of the HVAC system to maintain temperatures in extreme weather.

<u>Water Heater:</u> This plan does not cover solar units and/or components, oil-fired water heaters, holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, vents, piping, insulation, T&P discharge lines, and units exceeding 75 gallons;

<u>All Covered Items</u>: This plan does not cover solar systems and components, electronic/computerized, Wi-Fi enabled, or remote energy management systems including but not limited to lighting, energy, security, pool/spa, entertainment/media/audio, appliances, or zone-controlled systems, or removal of kitchen, bathroom, or utility room cabinetry to gain access to a product, appliance, or system, unless otherwise noted in the Plan.

After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Plan does not apply, or no breakdown is discovered, you are responsible for making a payment to the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at your expense.

We are not responsible for secondary, consequential, or incidental damages resulting from the malfunction of any covered item. We reserve the right to request copies of any covered product maintenance records or visual or mechanical tests that may have been performed by a home inspector or other licensed mechanical contractor. We reserve the right to deny a claim if no home inspection is available or if no maintenance records are available.

### **What Are Your Obligations**

Retain and provide us with model and serial number information, and if requested other documentation such as proof of purchase, home inspection or maintenance. Properly maintain, inspect, store, care for, including cleaning, use appliances, products and systems according to the manufacturer instructions, and if anything becomes damaged, you must take the necessary steps to protect it against any further damage. If we determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, your service request will be denied.

### **Fees and Charges**

If we do not receive your payment for this Plan, service under this Plan may be denied until payment is received. Plans delinquent more than ten (10) days may be cancelled as provided in the Cancellation section below.

### **Cancellations and Refunds**

You may cancel this Plan for any reason at any time by calling, emailing or writing Us. If You cancel this Plan within the first thirty (30) days after purchase of this Plan You will receive a 100% refund of the Plan Fee, less the actual cost of any service, , reimbursements, coverages and/or benefits received. If You cancel after the first thirty (30) days from purchase of this Plan, You will receive a pro rata refund of the Plan Fee less the actual cost of any service reimbursements, coverages and/or benefits received. The plan fee for this contract is \$8.00. We reserve the right to cancel this Plan at any time and without prior written

notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by you. If We cancel this Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination.

### Renewal

This Plan is not renewable.

# **Transfer of Ownership**

If You'd like to transfer ownership of Your Plan, please contact Us and We will facilitate to ensure no lapse in service.

### Is My Plan Insurance?

This Plan is not a contract of insurance. The obligations of the Obligor are guaranteed by an insurance policy provided by Technology Insurance Company, Inc. located at 59 Maiden Lane, 43rd Floor, New York, NY 10038, telephone number (866) 505-4048. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Plan Insurer by contacting them at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence.

### Schedule A - Coverage Chart

This contract will reimburse specific amounts, for specific parts that breakdown including specified labor costs, only for selected items listed in the coverage chart including labor reimbursement. Labor rate will be reimbursed at \$100 per hour. Any item **not included** in the coverage chart below would not be eligible for reimbursement under this contract.

A before and after photo will be required for certain items as indicated in the coverage chart below before a reimbursement is approved.

Under no circumstance, will the total reimbursement exceed the limits of liability in the Declaration of Coverage for any combination of claims or losses. As an illustrative example, the most this Contract would pay for the replacement of an eligible Water Heater is \$500 even if the coverage chart below indicates that the part limit of a Water Heater is \$650 with up to 4 hours of labor.

### **HVAC**

	Part Maximum	Maximum Reimbursable	Before and After Photo
Name of Part	Coverage	Labor Hours	Required
Heat Exchanger (if Not Covered	\$360	4 hr(s)	
Under Manufacturer's Warranty)			
Blower Motor	\$280	1.5 hr(s)	
Inducer Motor	\$300	1.5 hr(s)	
Capacitor	\$60	1 hr(s)	
Compressor	\$720	4 hr(s)	Yes
Heat Pump	\$960	4 hr(s)	Yes
Air Handler	\$720	4 hr(s)	Yes
Evaporator Coil	\$440	4 hr(s)	Yes
Furnace	\$800	4 hr(s)	Yes
Condensing Unit	\$800	3 hr(s)	Yes
Gas Valve	\$100	1 hr(s)	
Sensor	\$20	1 hr(s)	
Hot Surface Ignitor	\$48	1 hr(s)	
Main Control Board	\$240	1 hr(s)	
Blower Wheel	\$80	1 hr(s)	
Thermo Couple	\$32	1 hr(s)	
Condensing Fan Motor	\$280	1 hr(s)	
Fan Blade	\$40	1 hr(s)	
Relay or Contactor	\$40	1 hr(s)	
Reversing Valve	\$120	4 hr(s)	
Heat Strip	\$100	2 hr(s)	

Freon is not covered by this service contract.

# Plumbing (Inside Only)

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Angle Stop (Kitchen or Bathroom)	\$24	1 hr(s)	
Risers	\$48	1 hr(s)	
Plumbing Leaks	\$68	2 hr(s)	
Gate Valve	\$24	2 hr(s)	
Faucet (Kitchen or Bathroom Sink Only)	\$48	1 hr(s)	
Garbage Disposal	\$160	1 hr(s)	
Toilet & Internal Parts	\$180	2 hr(s)	
Repipe	\$52	2 hr(s)	
Water Heater Replacement	\$520	3 hr(s)	Yes
Water Heater Parts (Elements, Thermostat, Plumbers Pack)	\$80	2.5 hr(s)	

Gas Valve w/ Pilot Assembly (Water	\$96	2.5 hr(s)	
Heater)			

# **Electrical (Inside Only)**

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Panels	\$300	2.5 hr(s)	
Switches	\$20	1 hr(s)	
Outlets (No GFCI Upgrade)	\$20	1 hr(s)	
Breakers (Same Size & Capacity)	\$20	1 hr(s)	
Lights (Labor Only)	\$0	2 hr(s)	
Ceiling Fan	\$64	1 hr(s)	
Exhaust Fan (Bathrooms Only)	\$80	1 hr(s)	
Garage Door Motor	\$120	1 hr(s)	
Telephone Wiring	\$80	2 hr(s)	
Doorbell	\$80	2 hr(s)	
Central Vacuum (Electric Only)	\$100	2 hr(s)	

# Dishwasher

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Timer	\$80	1 hr(s)	
Main Control Board	\$200	1 hr(s)	
User Interface	\$160	1 hr(s)	
Drain Pump	\$60	1 hr(s)	
Main Wash Pump	\$100	1 hr(s)	
Water Fill Valve	\$64	1 hr(s)	
Spray Arm	\$48	1 hr(s)	

# Electric Range/Oven/Cooktop

	Part Maximum	Maximum Reimbursable	Before and After Photo
Name of Part	Coverage	Labor Hours	Required
Bake/Broil Element	\$60	1 hr(s)	
Main Control Board	\$160	1 hr(s)	
Thermostat (Old Style Range &	\$80	1 hr(s)	
Ovens)			
Oven Sensor	\$60	1 hr(s)	

# Gas Range/Oven/Cooktop

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Electronic Ignitor (Bake/Broil)	\$60	1 hr(s)	
Electronic Spark Ignitor Surface Burner	\$40	1 hr(s)	
Main Control Board	\$140	1 hr(s)	
Electronic Controls	\$160	1 hr(s)	
Thermostat (Old Style Range & Ovens)	\$60	1 hr(s)	
Oven Sensor	\$80	1 hr(s)	

# **Washer Front Load**

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Pump Assembly	\$80	1 hr(s)	
Main Control Board	\$200	1 hr(s)	
Motor Control Board	\$160	1 hr(s)	
User Interface	\$140	1 hr(s)	
Water Fill Valve	\$60	1 hr(s)	
Belt	\$40	1 hr(s)	
Motor/Rotor/Stator	\$120	1 hr(s)	

# **Washer Top Load**

	Part Maximum	Maximum Reimbursable	Before and After Photo
Name of Part	Coverage	Labor Hours	Required
Pump Assembly	\$80	1 hr(s)	
Main Control Board	\$200	1 hr(s)	
User Interface	\$140	1 hr(s)	
Water Fill Valve	\$60	1 hr(s)	
Agitator/Wash Plate	\$100	1 hr(s)	
Belt	\$40	1 hr(s)	
Motor/Rotor/Stator	\$120	1 hr(s)	
Timer	\$80	1 hr(s)	

# **Dryer Gas**

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Heating Element	\$120	1 hr(s)	
Thermostats/Thermo Fused/Sensors	\$40	1 hr(s)	
Gas Valve Coils	\$60	1 hr(s)	
Belt	\$40	1 hr(s)	
Motor	\$120	1 hr(s)	
Blower Wheel	\$40	1 hr(s)	
Timer	\$80	1 hr(s)	
Main Control Board	\$200	1 hr(s)	
Push to Start Button	\$40	1 hr(s)	
User Interface	\$120	1 hr(s)	

# **Dryer Electric**

Name of Part	Part Maximum Coverage	Maximum Reimbursable Labor Hours	Before and After Photo Required
Heating Element	\$120	1 hr(s)	
Thermostats/Thermo Fused/Sensors	\$40	1 hr(s)	
Gas Valve Coils	\$60	1 hr(s)	
Belt	\$40	1 hr(s)	
Motor	\$120	1 hr(s)	
Blower Wheel	\$40	1 hr(s)	
Timer	\$80	1 hr(s)	
Main Control Board	\$200	1 hr(s)	
User Interface	\$120	1 hr(s)	

#### **Exhibit B - State Variation Amendments**

### **State Variations**

Regulation of service plans may vary widely from state to state. Any provision within this Service Plan, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

### In Alabama:

 For purposes of calculating a refund of the Service Plan price owed to You upon cancellation, the Service Plan price will include any application fee You paid.

### In Arizona:

- The Cancellations and Refunds section is replaced with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. At a minimum, You will receive a pro-rata refund of the Plan Fee after deducting for benefits paid and administrative expenses associated with the cancellation. The administrative expenses will not exceed \$75 or ten percent (10%) of the Plan Fee, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to You. The notice of cancellation will include the reason and the Effective Date of cancellation.
- This contract is amended to exclude: Lack of capacity, adequacy, efficiency, design or improper installation of any system, component or appliance as determined by the manufacture or building codes.
- We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known to Us or the Dealer prior to activation of this plan.
- Any exclusions related to improper installation, repair, or replacement of any system, component or appliance in this Service Plan do not apply to an installation, repair or replacement made pursuant to a claim filed under this Service Plan as a result of a Failure.
- All brands of Products will be covered under the Plan subject to the availability of repair parts. Only those Products
  specifically listed on Your Declaration of Coverage are covered under this Plan. The limit listed on Your Declaration of
  Coverage includes any costs for access, diagnosis, repair/replacement and installation.

### In Florida:

- The Cancellations and Refunds section is amended as follows: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Plan price, minus any paid claims. If You cancel more than 30 days after the Start Date, Your refund shall be based upon 90% of the Price less any claims paid by Us. If We cancel, Your refund shall be based upon 100% of the Price less any claims paid by Us.
- The rates charged to You for this Service Plan are not subject to regulation by the Florida Office of Insurance Regulation.
- PAYMENT OBLIGATIONS: Florida law requires that the fees for Service Plans be payable upon the Effective Date of the Service Plan
- The Transfer of Ownership section is amended to include the following: You have the right to assign or transfer Your Plan to a subsequent retail purchaser of Your Residential Property within 15 days from the date the Residential Property is sold or transferred.

### In Georgia:

- Any and all pre-existing conditions known to you that occur prior to the Coverage Start Date of this Plan are not covered.
- If a claim covered by this Service Plan is also covered by another Plan, then the claim will be paid on a pro-rata basis with such other Plan. If a claim covered by this Service Plan is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Maximum Coverage Limit.
- The Cancellations and Refunds section, is amended with the following: In the event You cancel this Plan within thirty (30) days, You will receive a refund of 100% of the total Plan price less any claims paid. If You cancel this Service Plan after thirty (30) days, You will receive a refund of 100% of the unearned pro-rata Plan price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Plan price, regardless of the reason for cancellation. A 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of the cancellation date.

- The Cancellations and Refunds section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. You will receive a refund of the unearned pro-rata Service Plan price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata price. The notice of cancellation will include the reason and the Effective Date of cancellation.
- This Service Plan will be governed, construed and enforced in accordance with the laws of the state of Georgia without regard to principles of conflicts of law.

### In Hawaii:

 Your right to cancel this Service Plan and receive a full refund under the Cancellations and Refunds section is not transferable and applies only to the original Service Plan purchaser.

### In Louisiana:

• The Cancellations and Refunds section, is amended to include: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, at Your last known address. However, in the event of customer fraud, material misrepresentation, failure to pay, or termination as a customer, cancellation may be immediate. The notice of cancellation will include the reason and the Effective Date of cancellation.

### In Michigan:

• If performance of the Service Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

#### In Nevada:

- If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.
- The Cancellations and Refunds section, is amended with the following: In the event of cancellation, You will receive a pro-rata refund of the Service Plan price.
- The Cancellations and Refunds section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan price. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the Service Plan holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.
- The Cancellations and Refund section is amended with the following: We reserve the right to cancel this Service Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay by You. You will receive a refund of the unearned pro-rata Service Plan price. We may also cancel this Service Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first Effective Date of the current Service Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Service Plan was issued or last renewed. If the Service Plan has been in effect for seventy (70) days or more, We can only cancel this Service Plan due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first Effective Date of the current Service Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Service Plan was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Plan, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the Service Plan, which occurred after the Effective Date of the Service Plan and which substantially and materially increases the service required under the Plan. If we cancel this Plan, no cancellation fee will be imposed and no deduction for claims paid will be applied. If You are paying for your Service Plan on a monthly basis, We may not deny service to You for non-payment of the monthly fee by You; however, upon fifteen (15) days' notice of such non-payment by You, Your Service Plan will be cancelled. The notice of cancellation will include the reason and the Effective Date of cancellation.
- Pre-existing conditions, defects or deficiencies known by You before the Effective Date are not covered by this
  contract.
- The laws of Nevada govern the provisions of this Service Plan.

### In New Jersey:

If you do not receive a refund or credit within forty-five (45) days of receipt of the returned service contract, a ten
percent (10%) penalty per month shall be applied to the refund.

• The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

### In Oregon:

- The Oregon Construction Contractors Board license number for Ironwood Warranty, LLC is 234541.
- In the event You have an emergency situation and are unable to reach Us, You may proceed with repairs. We will
  reimburse you in accordance with the provisions of this contract.

### In South Carolina:

 Complaints or questions about this Service Plan may be directed to the South Carolina Department of Insurance, PO BOX 100105, Columbia, SC 29202-3105, Telephone # 1-803-737-6180.

### In Utah:

- Emergency repairs: If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report Your claim by calling the number above.
- Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Service Plan does not invalidate or reduce a claim.
- Repairs or replacements caused by preexisting conditions, defects or deficiencies that occurred prior to the Effective Date of your plan are not covered.
- The Cancellations and Refunds section is amended to include the following: We can cancel the Service Plan during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the Effective Date of cancellation except that We can also cancel the Service Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the Effective Date of cancellation. After sixty (60) days have elapsed, We may cancel the Service Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan, (c) substantial breaches of contractual duties, conditions, or warranties.
- The following statements have been added:
  - This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
  - Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guarantee Association.

### In Alabama, Hawaii, South Carolina, & Utah:

• The Cancellations and Refunds section, is amended with the following: In the event of cancellation You will receive a pro-rata refund of the Plan price, minus any paid claims.

### In Arizona & Utah:

 The Cancellations and Refunds section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan price, minus any paid claims.

### In Alabama, Hawaii, & South Carolina:

• The Cancellations and Refunds section is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Service Plan, You will be refunded the full Service Plan price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the Service Plan holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.