

**ESC – NextEra Home**

**SERVICE CONTRACT DECLARATIONS PAGE**

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|--|---|
| SERVICE CONTRACT HOLDER<br><br>Josephine E. Sample | SERVICE CONTRACT HOLDER ADDRESS / LOCATION OF COVERED PRODUCT(S)<br><br>456 Main St.<br>Samletown, IL 11111 |
|--|---|

| SERVICE CONTRACT PURCHASE DATE   | COVERAGE START DATE<br>12:01 a.m. Standard time at the address shown above | COVERAGE END DATE<br>12:01 a.m. Standard time at the address shown above |
|--|--|--|
| 2/5/2019   | 3/5/2019   | Monthly Renewable  |
| PLAN   | SERVICE CONTRACT TERM  | PRICE  |
| <b>Healthy Systems</b>   | Monthly Renewable  | \$XX   |
| COVERED PRODUCT(S) DESCRIPTION – MAKE/MODEL (if applicable)                              |  | DEDUCTIBLE (Per Product)   |
| Central Heating and Air Cooling (“AC”) System<br>Water Heater System<br>Sump Pump System |  | \$XXX  |

**THIS COVERAGE IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE ENCLOSED SERVICE CONTRACT. PLEASE READ THEM CAREFULLY.**

## ESC – NextEra Home

### SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance.

In exchange for the Price You pay, and subject to all terms and conditions of this Service Contract, We agree to provide the stated coverage(s) during the Service Contract Term for the property address and covered Product(s) listed on the Declarations Page.

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE COVERED BY THE MANUFACTURER. THIS SERVICE CONTRACT PROVIDES ADDITIONAL BENEFITS DURING THIS COVERAGE TERM. LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF ANY PART OF YOUR MANUFACTURER'S WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE CONTRACT IS SECONDARY TO YOUR MANUFACTURER'S WARRANTY COVERAGE.**

#### DEFINITIONS:

**Administrator** means the entity responsible for administering this Service Contract. Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 is the Administrator of this Service Contract.

**Authorized Service Provider** means a service provider with whom We or one of Our affiliates has entered into a written agreement for such service provider to provide repair and/or replacement services for Products.

**Coverage Benefit** means the maximum amount of coverage for a Product under this Service Contract for each consecutive twelve (12) monthly billing periods beginning on the Coverage Start Date of this Service Contract. Such coverage amount does not roll into any future twelve (12) month period.

**Deductible** means the fee, as listed on the Declarations Page, that is due by You for each approved claim.

**Failure** means mechanical, electrical and functional failures affecting proper operation due to normal wear and tear.

**NextEra Home** has the meaning set forth in State Specific Requirements Section.

**Price** means the monthly amount paid by You for this Service Contract.

**Product(s)** means the covered residential property owned by you (major appliances, systems, or other items) as listed on the Declarations Page.

**Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Service Contract** means this document, the Declarations Page, any state specific Disclosures, and applicable Addendums (if any). This Service Contract must be made available for inspection when You require service.

**Service Contract Holder/You/Your** means the person who is listed on the Declarations Page and is the owner of the covered Product(s).

**Service Contract Term** means the period You are covered under this Service Contract and is listed on the Declarations Page.

#### COVERAGE TERM:

Subject to Your payment obligations hereunder, Your coverage begins thirty (30) days from the initial Service Contract purchase date. Subject to Your continued payment obligations hereunder, such coverage shall continue monthly thereafter unless terminated, cancelled or non-renewed by You or Us per the terms of this Service Contract. If Your payment is not successfully captured by Us using the means of payment provided to Us by You, You will have sixty (60) days to remedy the missed payment, or Your Service Contract may be terminated. You will not be eligible for Service unless and until missed payments are remedied prior to termination.

## COVERAGE(S):

This Service Contract applies to covered Product(s) identified on the Declarations Page within only one single-family residence, condominium, town house, modular home or manufactured home that has been anchored to a permanent foundation and not moved during the coverage term.

During the Service Contract Term, subject to the terms and conditions of this Service Contract, the Administrator agrees to facilitate a covered claim for Your covered Product(s) at the address listed on the Declarations Page. We will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of a covered Failure.

At Our option, a covered Failure may be remedied by repair or replacement. If We decide to replace a covered Product, the replacement product will be of similar features, capacity and efficiency, and will use best efforts to match dimensions, brand, and color. Installation of a replacement product requiring carpentry work or subcomponents not included with the replacement product, will be at Your expense.

Refer to the Declarations Page for the exact amount of Your Deductible per approved claim. In the event You have multiple Products of the same type during the Service Contract Term, We will only cover the first Product reported by You as requiring service unless otherwise indicated below.

Hauling away equipment or other disposal costs (Disposal Costs) are included in the coverage up to 3% of the total repair bill provided that the total repair bill plus the Disposal Costs do not exceed Coverage Benefits.

During the Service Contract Term, Coverage includes:

**1. Central Heating and Air Cooling (“AC”) System:** Coverage Benefit up to \$5,000.

**Coverage includes:** All components and parts of the primary central heating and air cooling system, for systems up to a 5-ton capacity, unless denoted as not covered.

We will also cover up to \$1,500 for the access, diagnosis, repair or replacement of any geothermal and/or water source heat pumps, glycol, hot water, or steam circulating system. Where a repair requires access to ductwork, We will provide service only for unobstructed access up to \$1,000 and holes, cuts, or wall and ceiling damage as a result of accessing system will only be repaired to a rough finish.

**NOTE:** You are responsible for ensuring proper maintenance. AC systems require periodic replacement of filters and periodic cleaning of condenser and evaporator coils as outlined in the original equipment manufacturer owner’s manual.

**Not covered for Central Heating and Air-Cooling Systems:** Standard Exclusions, as defined below, plus: outside or underground piping, well pump, well pump components for geothermal and/or water source heat pump, window units, water towers, chillers, chiller components, water lines, other required diagnostic testing by government agencies.

**2. Water Heater System:** Coverage Benefit up to \$1,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions, including circulating pumps.

**Not covered for Water Heater (Gas or Electric):** Standard Exclusions, as defined below, plus: Solar water heaters, solar components, holding or storage tanks, noise, vents, flues, fuel storage tank, energy conservation unit, physical damage to external covering, expansion tank, drain pan and piping, dip tube, pressure reducing valve, internal flue and baffle, tempering valve, or water piping.

**3. Sump Pump System:** Coverage Benefit up to \$500

**Coverage includes:** Leaks and breaks in water, drain, gas, waste or vent lines (except if caused by freezing or root damage); permanently installed sump pumps (ground water only); ejector pumps, built-in bathtub whirlpool motor and pump assemblies.

**Not covered for Sump Pump:** The sump or basin that houses the Sump Pump.

**4. Cooking Range/Oven/Stovetop:** Coverage Benefit up to \$3,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions.

**Not covered for Range/Oven/Stovetop:** Standard Exclusions, as defined below, plus: clocks (unless they affect the function of the oven), meat probe assemblies, rotisseries, racks, handles, doors, door glass, oven liners, hinges, light bulbs, shelves, roller or leveling feet, grates, burner bowls, buttons, glass displays, trays, knobs.

**5. Built-In Microwave:** Coverage Benefit up to \$3,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions. Built-In Microwave does include countertop Products that have been permanently mounted in or on kitchen cabinetry.

**Not covered for Built-In Microwave Oven:** Standard Exclusions, as defined below, plus: door seals or gaskets, doors, hinges, handles, glass displays, light bulbs, grates, knobs, dials, buttons, caps, interior cavity linings, door glass, shelves, portable or counter top microwave ovens, meat probe assemblies, rotisseries.

**6. Kitchen Refrigerator (Primary):** Coverage Benefit up to \$3,000 plus up to \$100 food loss benefit

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions, including integral freezer unit.

**Not covered for Kitchen Refrigerator:** Standard Exclusions, as defined below, plus: clogged drains or lines, condensation pans, door seals or gaskets, doors, hinges, handles, roller and leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, racks, shelves, interior thermal shells, freezers which are not an integral part of the refrigerator food loss.

**Not covered for food loss:** Food loss that results from a loss or interruption of power or results from the misuse of the Product.

**Note:** An itemized list of spoiled food may be required.

**7. Clothes Washing Machine:** Coverage Benefit up to \$3,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions.

**Not covered for Clothes Washer:** Standard Exclusions, as defined below, plus: clogged drains or lines, door seals or gaskets, doors, hinges, handles, roller and leveling feet, glass displays, light bulbs, grates, buttons, caps, rinse aids, fabric softener/bleach dispenser, plastic mini-tubs, soap dispensers, filter screens, knobs, dials and damage to clothing.

**8. Clothes Dryer:** Coverage Benefit up to \$3,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions.

**Not covered for Clothes Dryer:** Standard Exclusions, as defined below, plus: clogged duct or venting, door seals or gaskets, doors, hinges, handles, roller or leveling feet, glass displays, light bulbs, grates, buttons, caps, venting, lint screens, knobs, dials, damage to clothing and Failures due to improper venting.

**9. Dishwasher (Primary):** Coverage Benefit up to \$3,000

**Coverage includes:** All components and parts that affect the normal operation of the Product in accordance with manufacturer instructions.

**Not covered for Dishwasher:** Standard Exclusions, as defined below, plus: Clogged drains or lines, clogged air-gap, door seals or gaskets, doors, hinges, handles, roller or leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, rinse aids, racks, baskets, rollers, liners and tubs.

**10. In-Sink Garbage Disposal:** Coverage Benefit up to \$500

**Coverage includes:** All electrical and mechanical components and parts that affect the normal operation of the Product in accordance with manufacturer instructions.

**Not covered for In-Sink Garbage Disposal:** Standard Exclusions, as defined below plus, clearing jams from improper usage and normal procedures such as resetting built-in circuit breakers.

**11. Electrical:** Coverage Benefit up to \$1,000

**Coverage includes:** Components and parts of interior wiring, low voltage wiring, electrical panels, switches, outlets, and receptacles. All other items are considered not covered.

**Not covered for Electrical Systems:** Standard Exclusions, as defined below, plus: fixtures, intercoms, remote controls, knobs, buttons, caps, hinges, handles, aluminum wiring, inadequate wiring capacity, circuit overloading, power failure, power surge, direct current (D.C.) wiring or components.

**12. Plumbing:** Coverage Benefit up to \$1,000.

**Coverage includes:** Mechanized parts and components of hose bibs, angle stops, risers, shower/tub valves, faucets (replaced with like kind and quality), toilet bowls and tanks, wax ring seals, toilet mechanisms, water leaks and breaks, drain, waste and vent lines within the perimeter of the main foundation.

**Not covered for Plumbing Systems:** Standard Exclusions, as defined below, plus, stoppages, damages caused by roots or freezing pipes, improper water pressure, toilet seats or lids, caulk, grout, septic tanks, exterior plumbing fixtures.

**13. Ceiling Fan (located within the main dwelling of the home):** Coverage Benefit up to \$500

**Coverage includes:** mechanized parts or components on two (2) ceiling fans includes: ceiling fan motors and their associated controls (if replaced, builder grade will be allowed) and bearings.

**Not covered for Ceiling Fans:** Standard Exclusions, as defined below, plus, out of balance or wobbling fan resulting from any of the following: loose hardware, abuse, improper or loose ceiling electrical mount or improper installation.

**14. Garage Door Opener:** Coverage Benefit up to \$500

**Coverage includes:** All components and parts, including motor, control board, limit switches, sensors, chains, belts, gears and trolley.

**Not covered for Garage Door Systems:** Standard Exclusions, as defined below, plus: garage doors, garage door hardware, garage door track and rollers, garage door springs, garage door adjustments, opener travel and force adjustments, glass door panels, decorative door panels, remote controls, knobs, buttons, field installed wiring, wall switches, light bulbs, light covers, rails and mounting hardware, keyless entry or other accessories.

**15. Trash Compactor:** Coverage Benefit up to \$500

**Coverage includes:** All components and parts that affect the operation of the compactor.

**Not covered for Trash Compactors Systems:** Standard Exclusions as define below, plus, include, but are not limited to: Lock and key assemblies, removable buckets, consumer replaceable items such as, bags, shelves, pans, racks, trays, roller or leveling feet, grates, knobs, buttons, caps, door cabinetry, door seals or gaskets, doors, glass displays, hinges, handles, and panels.

**The following are considered standard exclusions:**

1. **Failure caused by any of the following:**
  - a) **Negligence, misuse, improper service, abuse or use not intended by the manufacturer.**
  - b) **Freezing, fire, wind, flood, lightning, ice, hail, snow, explosion, chemical, mold, mud, earthquake, soil movement, storm, pet damage, pest infestation or damage, vandalism, accident, or conditions other than normal use of the system.**
  - c) **Lack of capacity, adequacy, efficiency, design or improper installation of any system, component, or appliance as determined by Us.**
  - d) **Missing parts, improper parts or refrigerants, or improperly installed parts or refrigerants, structural changes, improper electrical power or electrical failure, or power surge.**
2. **Obstructed access to covered equipment. Obstructed access includes but is not limited to expenses to open or close walls, floors and ceilings, including removal and replacing tile, linoleum, wood, carpeting, paneling, stucco, cabinets, other systems or appliances, wall mountings, decorations, trim, wall paper or anything else blocking the access point of the covered equipment.**
3. **Repair or replacement of any cosmetic defects, including rust damage.**
4. **Accessories that were not included with the original purchase of the Product.**
5. **Performance of routine maintenance or Failures due to improper maintenance or lack of maintenance.**
6. **We are not responsible or liable for special, secondary, incidental, indirect, consequential, exemplary, or other related damages resulting from the Failure of any covered Product or non-covered product, or Our or an Authorized Service Provider's delay in providing, or failing to provide, repair or replacement of such covered Product, including, but not limited to, food spoilage beyond covered food loss, loss or income, utility bills, additional living expenses, or personal and/or real property damage.**
7. **Any decorating, or secondary incidental or consequential repairs or replacements made necessary by the provision of our services.**

8. Pre-existing defects or deficiencies, including but not limited to covered items with latent manufacturer's defects.
9. Repairs or replacements performed without our prior authorization.
10. Repairs or replacements arising from manufacturer's recalls, defects, or class action suits.
11. Repairs or replacements of system(s) and/or appliance(s) classified by the manufacturer as commercial.
12. Any costs associated with treatment, removal, recovery, disposal, transport or storage of any known or suspected toxic, flammable or hazardous substance/material. Repairs where there is environmental contamination or if such repairs would cause contamination.
13. Correcting or upgrading any parts, equipment and/or system in order to comply with any federal, state or local laws, code violation, regulations, efficiency requirements, or ordinances or utility regulations unless specified otherwise in this Service Contract. We are not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.
14. System and/or appliance recessed in the foundation or exterior walls that are exposed to the outside elements or conditions.
15. Repairs or replacements when the condition of cabinetry or countertops prohibits necessary repairs to components of any covered item, our obligation is limited to the cost of repair to covered components only. We are not responsible for any cabinetwork relating to appliance repair or replacement.
16. Repairs to systems and/or appliances in mobile homes not installed on a permanent foundation.
17. Shared systems and/or appliances; (e.g. HVAC systems shared by tenants within a multiple-unit dwelling), unless each unit is simultaneously covered by one of our service contracts.
18. Residential property that is used for commercial, business, or care purposes, including but not limited to: day care centers, vacation rentals, fraternity/sorority houses, nursing, or special care homes or facilities. This section does not exclude rented residential property that is used as a primary legal residence of the lessee.
19. Systems, electrical wiring, vents, drains, plumbing and/or appliance not located within the perimeter of the main foundation or the attached garage at the covered address.
20. System and/or appliance not properly installed and maintained and fully operational at the start of this Service Contract.
21. Repairs or replacements to systems and/or appliances within a vacant property (including vacation property) if all utilities were not in service throughout the coverage period and for the ninety (90) days preceding the coverage period.
22. Repairs or replacement of swimming pool and/or spa.
23. Any Failure caused by collapsed ductwork.
24. Upgrades or the cost of construction, carpentry, or other modifications made necessary by removing existing equipment or installing different equipment.
25. You are responsible for corrections that are necessary as a condition for service, and coverage under this Service Contract will not be provided until such corrections are made.
26. Except to the extent caused by Us or Our Authorized Service Providers, We will not be liable for any violations by you or by third parties of federal, state, or local laws, regulations, or guidelines relating to the repair or replacement of a covered Product(s), nor will We or Our Authorized Providers perform repairs or replacements that will or may violate any current federal, state, or local laws, regulations, or guidelines.

#### **GENERAL DISCLAIMER AND RELEASE:**

By enrolling in the Service Contract: (i) You acknowledge that NextEra Home, their affiliates and/or subsidiaries, do not have any obligation or responsibility for the Service Contract, and are not responsible for any claims or disputes relating thereto, nor do they provide any type of guarantee, warranty, promise or covenant, either express or implied, as to the Service Contract; and (ii) You agree to release NextEra Home, and all of their affiliates and/or subsidiaries from and against any and all losses, damages, or liabilities in connection with the Service Contract.

#### **WHAT YOU MUST DO:**

To be eligible for benefits during the Service Contract Term, You must maintain the Product(s) according to the manufacturer's specifications, if any, including cleaning and maintenance. Failure to do so may result in a claim denial. In the case of Product Failure or damage, You are responsible to protect the Product from further damage and comply with the owner's manual, if applicable. You must notify the Administrator in writing if Your address changes.

#### **IF YOU NEED SERVICE:**

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**You must report all claims to Us in advance of any repairs. Unauthorized repairs or replacements will not be reimbursed.**

In the event Your covered Product(s) incurs a Failure, please submit Your claim 24 hours/7 days a week at [www.NextEraHome.com/MyPortal](http://www.NextEraHome.com/MyPortal), or You may call 800-315-0184. When possible, the Administrator will provide an Authorized Service Provider and arrange payment to the Authorized Service Provider for the completion of service work due to covered Failure. At Our discretion, We will provide You with an appointment with an Authorized Service Provider. In the unlikely event that We are not able to provide an Authorized Service Provider, We may instruct You to contact an independent third party service provider or, upon your request, we can assist You in locating and/or dispatching an independent third party service provider. The independent third-party service provider may bill Us directly, or You may pay for the repair or replacement of the covered Product(s), in which case, We will reimburse You for the covered Failure, less any applicable Deductible when We receive Your paid invoice(s). **By agreeing to use an independent third party service provider to perform repair and/or replacement services, whether located or dispatched by Us or by You, You agree to release Us, and all of Our affiliates and/or subsidiaries from and against any and all losses, damages, or liabilities caused by the actions or inactions of the independent third party service provider.** At our option, we may require an independent third-party inspector appointed by Us to inspect the covered Product(s) to determine cause of loss before a claim determination is made. In lieu of this, we may require the service provider to send digital photographs of failed covered components/items before a claim determination is made.

If You complete service through an independent third-party service provider without advanced authorization and approval from Us, We will not be responsible for the cost of repairs and/or replacement.

In the event You request emergency repair outside of normal business hours, that involves loss of heating, cooling, plumbing, 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 herein to see if the Failure is covered. 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 web address provided above or by calling 800-315-0184. See specific state disclosures as additional information may apply.

Misrepresentation or any attempt to defraud Us, including collusion between You and the service provider, shall result in a cancellation as noted below, and We shall seek reimbursement and may pursue remedies under the law.

**DEDUCTIBLE:**

The coverage on any given Product is subject to a Deductible (as indicated on the Declarations Page) per approved claim, per Product, per occurrence. In the event You refuse to pay Us such Deductible or other amounts due, We will not be able to proceed with requested service. If service is performed by an Authorized Service Provider under this Service Contract and (i) a subsequent Failure in service labor occurs within thirty (30) days after completion or (ii) a subsequent Failure in service parts occurs within one (1) year after completion, the Administrator will arrange for the necessary repairs without an additional Deductible requirement even after the Service Contract expiration.

**DELAYS:**

We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

**PARTS:**

Replacement parts may be new, rebuilt, or non-original Manufacturer's parts and components.

**CANCELLATION:**

By You: You may cancel this Service Contract at any time for any reason by contacting Us at [www.NextEraHome.com/MyPortal](http://www.NextEraHome.com/MyPortal) or calling 800-315-0184. The effective date of cancellation is the date We receive Your request. If You cancel this Service Contract within the first thirty (30) days from the date of purchase, or within the first thirty (30) days from the Coverage Start Date of this Service Contract, You will receive a full refund, less any claims paid. If You cancel after the first thirty (30) days from Coverage Start Date of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract less an administrative fee, not to exceed ten percent (10%) of the Price of the Service Contract or three dollars (\$3.00), whichever is less, and less any claims paid.

By Us: We may cancel this Service Contract at any time upon giving You written notice for fraud, material misrepresentation, nonpayment by You, or non-renewal. We have the right to cancel this Service Contract without liability. If We cancel this Service Contract, We shall calculate a pro rata unearned refund based on 100% of what You paid.

**RENEWAL:**

Unless You or We cancel this Service Contract pursuant to the Cancellation Section above or You or We choose to not renew this Service Contract, the Service Contract will auto renew for additional one (1) month periods.

**MODIFICATIONS TO SERVICE CONTRACTS:**

We reserve the right to change the Service Contract Price upon giving You thirty (30) days written notice. We also reserve the right to modify this Service Contract from time to time upon thirty (30) days written notice to You.

**TRANSFER:**

This Service Contract is not transferable except with Our consent. To request a transfer of this Service Contract to a subsequent owner please visit [www.NextEraHome.com/MyPortal](http://www.NextEraHome.com/MyPortal), or call 800-315-0184. A transfer fee of up to \$25 may be charged.

**ELIGIBILITY:**

We reserve the right to restrict certain products from coverage eligibility.

**RIGHTS OF RECOVERY:**

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**ARBITRATION:**

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury and the right to bring or participate in any class, collective, representative, multiple plaintiff, or other similar action or proceeding ("Class Action"). In the event any litigation arises between You and Us, any such lawsuit in your individual capacity, and not as a Class Action, will be tried before a judge, and a jury will not be impaneled or struck.**

**The following State Specific Requirements apply if Your Service Contract was purchased in one of the following States, and supersede any other provision herein to the contrary:**

**Illinois Residents only: INSURANCE:** The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, Your claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call



the toll-free number at 1-800-852-2244. In the state of Illinois, "NextEra Home" means United HomeVu Illinois, LLC and its affiliates.

**Texas Residents only:** The following regulation is added: **THE PURCHASE OF THIS RESIDENTIAL SERVICE CONTRACT, WHICH IS REFERRED TO IN THESE SERVICE CONTRACT TERMS AND CONDITIONS AS "SERVICE CONTRACT", IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH OTHER RESIDENTIAL SERVICE COMPANIES AND INSURANCE COMPANIES AUTHORIZED TO TRANSACT BUSINESS IN TEXAS. INSURANCE:** Our obligations under this Service Contract are insured under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If We do not pay or provide service before the sixty-first (61<sup>st</sup>) day after proof of loss has been filed, You may apply for reimbursement directly with American Bankers Insurance Company of Florida. The following is added to **COVERAGE TERM:** Failure to pay the initial payment or subsequent monthly or renewal payments will cause Your coverage to be suspended or to be cancelled. This Service Contract is issued pursuant to a license granted by the Texas Real Estate Commission and complaints in connection with this Service Contract may be directed to the Commission at P.O. Box 12188, Austin, Texas 78711-2188, (512) 465-3917. **CANCELLATION** by Us is deleted and replaced with the following: We may cancel this Service Contract at any time for fraud or material misrepresentation of facts material to the issuance of the Service Contract, nonpayment of the Service Contract Price by You, or non-renewal, no longer live in the home or have no insurable interest in the home. We have the right to cancel this Service Contract without liability. If We cancel this Service Contract, We shall calculate a pro rata unearned refund based on 100% of what You paid. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. The following is added to **IF YOU NEED SERVICE** provision: Service will be initiated within forty-eight (48) hours after the request for service is made. In the state of Texas, "NextEra Home" means United HomeVu Texas, LLC and its affiliates.

SAMPLE