



# HouseCheck Annual Home Warranty

## Terms and Conditions

### A. COVERAGE OVERVIEW

- In accordance with the terms and conditions of this Residential Service Contract ("Contract"), the Provider ("We", "Us", "Our") will repair or replace the Contract Holders ("I", "You", "Your") selected covered items so long as they:
  - Are in good, safe, fully working order and correctly installed at the premises on the Effective Date of this Contract;
  - Become inoperative from normal wear-and-tear after the Effective Date of this Contract;
  - Are classified by the manufacturer as residential (We do not cover systems classified as commercial, unless typically used in a residential setting);
  - Are installed for diagnosis and located within the perimeter of the main house foundation, or garage as long as they service the main house. The following items may be located outside the main house perimeter or garage, only if included in Your selected Plan or Optional Item coverage; HVAC, electrical panels, water heaters, pool and/or spa equipment, septic & well equipment. These exceptions must be installed for diagnosis and must be manufactured for outside use or be located in a structure which fully protects items from outside elements.
  - Are not covered by a manufacturer, distributor, builder, extended warranty, homeowner's insurance policy, or any other residential service contract. (Coverage afforded under this Contract is secondary to any of the aforementioned warranties, contracts or policies);
  - Are reported during the term of this Contract.
- This Contract covers single-family and multi-family residences (including condos, townhomes and manufactured housing). Homes over 5,000 square feet, guest homes, duplexes, triplexes and fourplexes may require additional Contract fees. This Contract covers owned or rented residential property and does not include residences primarily used as businesses. This Contract does not cover converted structures, or additional structures such as, but not limited to; guest houses, granny flats, casitas, etc.
- This Contract only covers items that were installed on the premises on or before the Effective Date. Systems or appliances that were installed after the Effective Date must be registered with Us to be covered by this Contract. Pre-owned, open box, or any other item that is not considered new, that is installed after the Effective Date, are not covered by this Contract unless they were purchased from a licensed retailer and backed by a minimum 90-day warranty that includes at minimum the coverage afforded for that item under this Contract.
- At Our sole discretion, the Administrator or We may elect to replace Your Covered Item rather than repairing it. In the event of such replacement, Your replacement will be the base model that meets all applicable federally mandated minimal manufacturer's standards, performs the same primary function, and has a capacity comparable to the Covered Item as of the date of the covered Claim; when available with domestically assembled units. With respect to kitchen/laundry appliances, We will make reasonable efforts to provide replacement Covered Items having similar features, functionalities, and/or efficiency of the original unit, when available; however, We do not guarantee that an exact match in color, type, or brand to Your original Covered Item will be procured and assume no liability resulting therefrom. When replacing systems or appliances, We will be responsible for the installation of the replacement product, but not for the cost of any construction, modifications, carpentry or transitional work that may be necessary in order to accommodate such replacement, or for any costs associated with any necessary upgrade or modifications.
- We reserve the right to offer compensation in lieu of repair or replacement in the amount of Our actual cost (which is less than retail) to repair or replace any covered item. If We make the determination to provide You compensation in lieu of repair or replacement, We will make payment within 30 days from the time that determination is made. If We provide compensation in lieu of repair or replacement of a covered item, that item will not be covered for future malfunctions until You have it correctly repaired or replaced by a service professional and deliver to Us any paid invoices evidencing the repairs or replacement.
- Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations, exclusions and provisions specified in this Contract.
- We reserve the right to leverage refurbished, reconditioned or non-original parts for repairs.

### B. CONTRACT HOLDER'S OBLIGATIONS

- You are responsible for normal maintenance of covered equipment according to the manufacturer required maintenance guidelines located in the Owner's Manual.
- When a failure occurs, turn covered item off, protect it from further damage and call Us at **(866) 429-7689** or You may file Your claim online at [www.folioclaims.com](http://www.folioclaims.com). Should You fail to protect the covered item from further damage, any consequential damage is not covered.
- You are obligated to provide information relating to the cause, nature and timing of any breakdown. This information may include inspection reports, real estate contracts and repair invoices.



## C. CONTRACT TERM AND EFFECTIVE DATE

- 1. HouseCheck Home Buyer Customer:** A HouseCheck home inspection has been performed and a HouseCheck 120 Day Plan is in place. Contract Term and Effective Date: This Contract begins on the Effective Date and continues for one (1) year. The Effective Date for this Contract is the day You take possession of the covered property (close of escrow/title transfer). This Contract is purchased by You or on Your behalf in conjunction with a real estate transaction.
- 2. Standard Home Buyer Customer:** An alternative or no home inspection has been performed and a HouseCheck 120 Day Plan is not in place. Contract Term and Effective Date: This Contract begins on the Effective Date and continues for one (1) year. The Effective Date for this Contract is the day You take possession of the covered property (close of escrow/title transfer). A thirty (30) day waiting period for claims will apply. This Contract is purchased by You or on Your behalf in conjunction with a real estate transaction.
- 3. Homeowner Customer:** This Contract has been purchased by a homeowner outside of a real estate transaction. Contract Term and Effective Date: This Contract begins on the Effective Date and continues for one (1) year. The Effective Date for this Contract is the Date of Sale. A thirty (30) day waiting period for claims will apply.
- 4. Renewal Customer:** A previous one (1) year HouseCheck Contract in place and a renewal one (1) year HouseCheck Contract is purchased. Contract Term and Effective Date: This Contract begins upon expiration of the previous one (1) year HouseCheck Contract and continues for one (1) year, provided that the Contract fee is received by Us prior to expiration of the previous one (1) year HouseCheck contract. If Contract fee is received by Us after expiration, a new one (1) year HouseCheck Contract will begin after receipt of Contract fees and a thirty (30) day waiting period for claims will apply. New Contract fee pricing may differ. (See section- RENEWALS & TRANSFER)

## D. REQUESTING SERVICE

1. You or Your authorized designee must call **(866) 429-7689** or file Your claim online at **www.folioclaims.com** as soon as the problem is discovered and prior to the Contract expiration for covered work to be performed under this Contract.
2. You must have possession of the covered property in order to file a claim under this Contract.
3. We have the sole right to select and arrange an authorized service contractor to perform work covered by this Contract. **Only work with prior authorization or arranged by Us is covered by this Contract. We will not reimburse You for service performed by Your own contractor without prior authorization from Us. We reserve the right to inspect a claim prior to and after a repair has been performed.**
- 4. Service Response Times.**
  - i. Normal Service:** Under normal circumstances, an authorized service contractor will strive to contact you within four (4) business hours (48 hours on weekends /holidays) to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service. (state exceptions apply)
  - ii. Emergency Service:** An emergency is defined as a plumbing failure that causes interior flooding, a complete loss of heating or cooling in extreme temperature conditions, a substantial loss of electrical service or any other condition that renders the interior of the home uninhabitable. We will make all reasonable efforts to provide emergency services within 24 hours.
  - iii. Expediting Normal Service:** We will accept your request to expedite non-emergency service only if an authorized service contractor is available. If the service contractor agrees to expedite the scheduling of non-emergency service, you will be responsible for additional fees, including overtime pay.

## E. SERVICE FEE

1. For each separate Service Call, You are responsible to pay a \$70 Service Fee. The Service Fee will be due and payable to Us at the time of scheduled service request. This includes when:
  - i. You cancel a service request after the service contractor is en route to Your home;
  - ii. You fail to provide accessibility necessary to perform the service request;
  - iii. A service contractor's diagnosis results in a partial or complete exclusion of coverage; or
  - iv. We approve Your request for a second opinion.(Note: Some service contractors may require full payment of the cost for a covered repair be paid by You. If this occurs, and We have given prior authorization for the repair, We will reimburse you the cost of the repair less the Service Fee.)
2. Repairs are guaranteed for 30 days. Should failure of that item occur within 30 days, another fee will not be charged.
3. Failure to pay Service Fee could result in suspension or cancellation of this Contract.
4. We reserve the right to obtain a second opinion at Our expense. In the event that We inform You the malfunction is not covered, You have the right to request a second opinion of the cause of the malfunction. You must ask Us for a second opinion from another service contractor within seven (7) days from the time We inform You of the diagnosis and respective coverage status. In the event that the outcome of the second opinion is different than the first opinion, You will not owe an additional Service Fee, if applicable. You will be responsible for the payment of an additional Service Fee only if the outcome of the second opinion results in the same diagnosis or outcome as the first opinion.

## F. EXCLUSIONS

This Contract is intended to cover the costs to repair or replace Your covered home systems and appliances when they fail due to normal wear-and-tear; however, coverage is not all inclusive. There may be situations in which You will be responsible to pay additional costs for parts or services not covered by this Contract. In those cases, we will work with You to determine the best course of action to reasonably minimize Your out-of-pocket costs.

1. General Exclusions. This Contract does not cover:
  - i. Known defects that existed on or before the Effective Date. You must have all known pre-existing breakdowns and defects correctly repaired by a licensed service professional and deliver to Us any paid invoices evidencing the repairs before the defective item can be covered by this Contract. Pre-existing is defined as: defects or mechanical failures that could have been detected by a visual inspection and/or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and



without damage or missing parts that would indicate inoperability. A simple mechanical test is defined as turning the item on and off to ensure that it is operational and successfully and adequately performs its intended function(s). While turned on, the item should operate without causing damage, irregular sounds, smoke, or other abnormal outcomes.

- ii. Items not listed or items identified as damaged, defective, faulty, or malfunctioning in inspection report.
  - iii. Routine maintenance of appliances and equipment. You are responsible for maintenance and cleaning of covered items as specified by the manufacturer. Failure of parts or components caused by lack of manufacturer recommended maintenance is not covered.
  - iv. Breakdowns caused by any condition that is not considered to be normal wear-and-tear such as but not limited to:
    1. Misuse, abuse, or improper usage;
    2. Lack of capacity or insufficient or undersized systems or components;
    3. Improper previous repairs or modifications;
    4. Missing or mismatched parts, components or equipment;
    5. Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mud slides, soil movement, other acts of nature, accidents or any other risk covered by homeowner's insurance;
    6. Manufacturer or builder defects;
    7. Chemical, soap or sedimentary build-up (except water heaters);
    8. Pest or pet damage; or
    9. Rust or corrosion.
  - v. Secondary, consequential or incidental damages resulting from the malfunction of any covered item such as but not limited to food spoilage, loss of income, utility bills, additional living expenses or the restoration or repair of walls, ceiling, flooring, cabinets, countertops or painting.
  - vi. Repair or remediation of cosmetic defects.
  - vii. Repair, replacement, installation or modification of any covered item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall or determination of defect.
  - viii. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance or pool management systems.
  - ix. Systems or appliances classified by the manufacturer as commercial, unless typically used in a residential setting.
2. Access Limitations:
    - i. We are not responsible for providing access or closing access to covered items, unless otherwise stated herein.
    - ii. We are not responsible for costs of restoration of any wall or floor covering, cabinets, countertops, tile, stone, brick, paint or the like.
  3. General Limitations of Liability:
    - i. We are not responsible for any additional work or costs required to comply with any federal, state or local laws, regulations or ordinances or utility regulations, to meet current building or zoning code requirements or correct for code violations.
    - ii. We are not responsible for fees associated with legally required permits.
    - iii. We are not responsible for repairs, replacements or modifications of covered equipment that are merely inefficient.
    - iv. We are not responsible or liable for performing service or paying remediation costs, involving toxic or hazardous substances or problems caused by pathogenic organisms including but not limited to mold, mildew, fungi, spores, bacteria, virus, yeast and mycotoxins.
    - v. We are not responsible for upgrades, components or parts required due to the incompatibility of the existing equipment with the replacement system, appliance, component or part thereof or new type of material or chemical utilized to run the replacement equipment including but not limited to differences in technology, refrigerant requirements or efficiency as mandated by federal, state or local governments.
    - vi. We are not responsible for costs of construction, carpentry or structural modifications necessary to effect repair or replacement of covered items.
    - vii. We are not responsible or liable for the costs of testing required by statute or regulation associated with the repair or replacement of covered items or components.
    - viii. This Contract does not cover common areas and common systems in multi-family dwellings and mobile home parks.
    - ix. We are not liable for failure to provide timely service due to conditions beyond its control including, but not limited to, delays in obtaining parts or equipment.
    - x. Systems and appliances that are installed at the premises any time after the Effective Date of this Contract are not covered unless We agree to provide coverage for such item.

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## G. RENEWALS AND TRANSFER OF CONTRACT

1. This Contract is renewable, subject to Our approval. Renewal is effective only upon issuance of a new Contract.
2. If You select the monthly payment option and We elect to renew the Contract, We will notify You of applicable rate and terms of renewal at minimum forty-five (45) days prior to expiration of the Contract and Contract will automatically be renewed for an annual coverage period unless You notify Us in writing thirty (30) days prior to the expiration of the Contract. Your first payment for the next Contract will be construed as authorization for another one (1) year Contract.
3. This Contract is transferable if the covered property is sold during the term of this Contract. You must notify Us, in writing, of the change in ownership and submit the name of the new owner to transfer coverage.

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## H. CANCELLATION

1. This Contract shall be cancellable by You at any time. All cancellation requests by You must be received in writing. This Contract shall be non-cancellable by Us, except for:
  - i. Non-payment by You of Contract or service fees;
  - ii. Fraud or misrepresentation by You of facts material to the issuance of this Contract. Cancellation of a Contract by Us will become effective 15 days after the notice of cancellation is mailed to You.
  - iii. Substantial breach of duties by You relating to the covered products or its use.
2. If you were not charged for this Contract, this Contract has no cash value and there are no refunds or administration fees. If you paid



a Contract fee, the first (30) thirty days of the Contract is defined as the free look period, excluding Renewal Customer Contracts. You may cancel and receive a full refund without penalty within the free look period (the first (30) thirty days after the Effective Date of this Contract) if no claims have been placed. In the event that You cancel the Contract after the free look period or after filing a claim during the free look period, You shall be entitled to a pro-rata refund of the paid Contract fee for the unexpired term, less the amount of any service costs incurred on the account, and less a \$50 administrative fee. If the Contract is canceled by Us, We must provide You with written notice at least 30 days prior to cancellation, at Your last known address, with the effective date for the cancellation and the reason for cancellation. You shall be entitled to a pro-rata refund of the paid Contract fee for the unexpired term, less the amount of any service costs incurred on the account. Cancellations must be in writing.

3. Refunds will be mailed to You within 45 days of the cancellation date. A 10% penalty will be added to the purchase price for each 30-day period that the refund remains unpaid.

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## I. OBLIGATIONS

This Residential Service Contract is not an insurance contract. The obligations of the Provider, Folio Protection Company, Inc., 14651 Dallas Pkwy. Ste. 502, Dallas, TX 75254, under this Contract are insured under a Reimbursement Insurance Policy issued by Technology Insurance Company, Inc. In the event Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 505-4048.

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## J. MANDATORY ARBITRATION

We and You will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the Contract or the parties' relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at [www.adr.org](http://www.adr.org). The arbitrator's decision shall be final, binding, and non-appealable. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

By entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

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## K. STANDARD PLAN

**COVERAGE: Covers all items listed below. PER ITEM AGGREGATE: \$2,500 for Appliances, HVAC Systems, Electrical Systems, and Plumbing Systems. TOTAL AGGREGATE: \$10,000 for all claims.**

### 1. APPLIANCES

#### i. RANGE / OVEN / COOKTOP

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Racks, handles, shelves, detachable accessories, door glass or glass tops, light sockets or bulbs, interior lining, clock and oven timer; sensi-heat burners will be replaced with standard burners.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

#### ii. REFRIGERATOR

COVERED: All mechanical parts and components that affect the operation, including the ice maker and ice/water dispenser.

NOT COVERED: Any removable equipment, shelves, racks, drawers, ice crusher, light sockets or bulbs, food spoilage, interior thermal shell, insulation, multi-media centers and filters.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

#### iii. DISHWASHER (BUILT-IN)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Racks, rollers, and baskets.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

#### iv. MICROWAVE (BUILT-IN)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Door glass, interior linings, shelves, detachable accessories, and countertop or portable units.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

#### v. GARBAGE DISPOSAL

COVERED: All mechanical parts and components that affect the operation.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

### 2. HVAC (AIR CONDITIONING "AC" AND HEATING) SYSTEMS

COVERED: Electric central AC systems, gas or electric central heating systems, heat pumps, and mechanical parts thereof including: condenser, ductwork, thermostat, evaporative coil, air handler and detached drain lines, ducted electric wall AC's, metering device (evaporative coil piston and thermal expansion valve), leaks in accessible refrigerant lines, evaporative coolers, baseboard heaters and radiators. (This item provides coverage for all HVAC systems that service the main house)

NOT COVERED: Window units, portable units, chiller systems and chiller components, boiler systems, solar heating, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, standard or electronic filters, electronic air cleaners, computerized HVAC management systems or zone controllers, flues and vents, transitions, roof jacks or stands, maintenance, cleaning, problems caused by dirty and/or clogged coils, condenser casings, deionizers, registers, grills, pre-coolers, non-ducted wall units, condensate pans, supply lines and valves external to unit, pads or pad frames, automatic or manual dampers, AC with improperly sized systems and structural modifications required in connection with any covered repair.

LIMITS: Diagnosis, repair, or replacement of glycol, hydronic, steam, or geothermal heating systems is subject to Your Plan Aggregates. This Contract covers AC and heating systems with a capacity not exceeding five (5) tons per unit.



### 3. ELECTRICAL SYSTEM

COVERED: Conduit, outlets, switches, circuit breakers, fuses, GFI circuit breakers and/or junction boxes, and the following items;

- i. **PRIMARY ELECTRICAL PANEL**
- ii. **INTERIOR WIRING**

NOT COVERED: Fixtures, inadequate wiring capacity, intercoms, power failure or surge, audio / video / computer / intercom / alarm or security wiring or cable, sensors, direct current (D.C.) wiring and components, low voltage or timed circuits including wiring and relays, light bulbs, ballasts and system controllers.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

### 4. PLUMBING SYSTEM

COVERED: Basket strainers, wax seals, mechanisms, diverter, built-in interior sump pump, circulating hot water pump, and the following items that are located within the perimeter of the main house foundation;

- i. **WATER HEATER**

COVERED: Gas or electric water heater including tankless water heaters, thermostat assembly parts and components, heating elements, burner assembly, gas valve, drain valve, relief valve and circulating pump (non-solar-systems).

NOT COVERED: Solar water heater and associated components and plumbing, vents and flues, storage or expansion tanks, noise caused by sediment, drip pans, heating/water heater combination units, multi-valve manifolds and water heater heat pump attachment.

LIMITS: Coverage applies to residential water heaters not exceeding 80 gallons.

- ii. **INTERIOR WATER, DRAIN, SEWAGE, AND GAS LINES**

COVERED: Leaks and breaks in lines.

NOT COVERED: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside of the home's main foundation; lines broken, infiltrated or stopped by roots or foreign objects even within the home's main foundation; tub or shower unit, shower/tub strainers, pan or enclosure, toilet bowls/tanks/lids/seats, sinks, showerheads, shower arms, whirlpool bath motors and pump assembly (unless Septic Pump Optional Item is purchased), grouting/caulking, bidets, instant hot water dispenser (unless Water Heater Optional Item is purchased), plumbing for solar systems, septic tanks and ejector pump (unless Septic Tank and Septic Pump Optional Items are purchased), high or low water pressure, water filters or conditioning equipment, storage or holding tanks, steam rooms or saunas, sounds caused by heating or flowing water, inadequate plumbing capacity, flow restrictions in water supply lines, icemaker water lines, fire suppression systems, sprinkler systems, stoppages that cannot be cleared with a 125' cable or less, access to sewer or drain lines from vent (rooftop line clearing), costs to locate/access or install a ground-level clean out, and hose bibs.

LIMITS: Diagnosis, repair or replacement for leaks in water, drain, gas or polybutylene piping that is underground or obstructed by concrete or any other solid surface is subject to Your Plan Aggregates. We will only provide access to plumbing systems through unobstructed walls, ceilings and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, we will restore access openings to a "rough" finish only (consequential damage may be covered by homeowner's insurance).

### 5. SERVICES

- i. **CRANE**

COVERED: The use of cranes or other lifting equipment required for a covered service or rooftop AC or heating units.

LIMITS: Maximum coverage is subject to Your Plan Aggregates.

- ii. **HAUL AWAY**

COVERED: Removal of a covered system, appliance or component when We are replacing a covered system, appliance or component.

LIMITS: Maximum coverage is subject to Your Plan Aggregates.

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## L. PLUS PLAN

**COVERAGE: Covers all items under the Standard Plan, and adds the items listed below. PER ITEM AGGREGATE: \$5,000 for Appliances and HVAC Systems; \$2,500 for Electrical Systems and Plumbing Systems. TOTAL AGGREGATE: \$15,000 for all claims.**

### 1. APPLIANCES

- i. **KITCHEN EXHAUST FAN / RANGE HOOD**

COVERED: All mechanical parts and components that affect the operation.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

### 2. ELECTRICAL SYSTEM

- i. **ATTIC/BATHROOM/LAUNDRY EXHAUST FANS**
- ii. **GARAGE DOOR OPENER**

COVERED: Wiring, receiver, switches, capacitor, motor, rail/trolley assembly, springs, hinges, push arm and carriage.

NOT COVERED: Doors, adjustments, light bulbs, remote transmitters, track assembly and non-compliance with current safety standards.

### 3. PLUMBING SYSTEM

- i. **VALVES**

### 4. SERVICES:

- i. **ANNUAL AIR CONDITIONING ("AC") TUNE-UP**

COVERED: For a separate Service Fee, We will perform one AC system tune-up, which includes; calibrate thermostat; test temperature split; check refrigerant levels and system pressures; perform amp draw on condenser, evaporator motors & compressor; clean condenser coils; check contactors; check condensate lines; clean & tighten electrical connections; test capacitors; & test safety switches.

LIMITS: Additional separate Service Fee is required for additional AC system tune-ups. All costs associated with tune-ups under this Contract are limited to the total Service Fee collected for this service. Coverage is limited to one tune-up per calendar year.

- ii. **ANNUAL HEATING TUNE-UP**

COVERED: For a Service Fee, We will perform one heating system tune-up, which includes; calibrate thermostat; check heat operations; clean & tighten electrical connections; inspect pilot system; test safety switches; test limit switches; & clean burners.

LIMITS: Additional separate Service Fee is required for additional heating system tune-ups. All costs associated with tune-ups under this Contract are limited to the total Service Fee collected for this service. Coverage is limited to one tune-up per calendar year.





## M. PREMIUM PLAN

**COVERAGE: Covers all items under the Plus Plan, and adds the items listed below. PER ITEM AGGREGATE: \$7,500 for Appliances and HVAC Systems; \$2,500 for Electrical Systems and Plumbing Systems. TOTAL AGGREGATE: \$20,000 for all claims.**

### 1. APPLIANCES

#### i. WASHER

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Dispensers, plastic mini-tubs, and venting.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

#### ii. DRYER

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Dispensers, plastic mini-tubs, lint or filter screens, and venting.

LIMITS: Maximum for diagnosis, repair or replacement is subject to Your Plan Aggregates.

### 2. ELECTRICAL SYSTEM

#### i. CEILING FANS (INCLUDING LIGHT KITS)

#### ii. DOORBELL/FIRE ALARM/SMOKE DETECTORS

#### iii. SECONDARY ELECTRICAL PANEL

### 3. PLUMBING SYSTEM

#### i. PRESSURE REGULATOR

#### ii. FAUCETS

#### iii. SHOWER HEADS & ARMS

#### iv. TOILET BOWLS & TANKS

#### v. WHIRLPOOL BATH (MOTOR AND PUMP ASSEMBLY)

## N. OPTIONAL ITEMS

**COVERAGE: The Per Item Aggregate afforded for each Optional Item purchased is \$2,500 and is included under, and not in addition to, the Total Aggregate associated with Your Plan.**

### 1. BOILER HEATER

COVERED: All mechanical parts and components that affect the operation.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 2. COOKTOP (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Racks, handles, shelves, detachable accessories, door glass or glass tops, light bulbs, clock and oven timer; sensi-heat burners will be replaced with standard burners.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 3. DEEP FREEZE

COVERED: All mechanical parts and components that affect the operation.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 4. DISHWASHER (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Racks, rollers, and baskets.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 5. DRYER (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Dispensers, plastic mini-tubs, lint or filter screens, and venting.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 6. EXTERIOR PIPE LEAK REPAIR

COVERED: Concrete-encased or underground pipe leaks that occur due to normal usage, located outside the foundation of the covered structure, including water, gas, and drain lines that service the main home.

NOT COVERED: Hose bibbs; sprinkler systems; pool piping; downspout; landscape drain lines; damage due to roots; damage due to freeze; plumbing stoppages. We are not responsible to replace or restore landscaping as a result of accessing and closing access to underground plumbing. Non-Conforming/Non-Direct lines that branch off of main line to/from main home.

LIMITS: Coverage maximum for diagnostic and requisite repair if covered, carries a total aggregate not to exceed \$750.00. Anything above said maximum is the responsibility of the contract holder.

NOTE: Not available on condos, townhomes, or multi-family residences.

### 7. FREESTANDING ICE MAKER

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Any removable equipment, shelves, racks, drawers, ice/water dispenser, ice crusher, food spoilage, interior thermal shell, insulation, filters and filter housing.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

NOTE: Coverage is for one (1) freestanding ice maker. Additional Optional Item Fee is required for each additional freestanding ice maker.

Unless an ice maker is rated for garage use, we only cover units in climate-controlled areas.

### 8. FREEZER (STANDALONE)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Any removable equipment, shelves, racks, drawers, ice/water dispenser, ice crusher, food spoilage, interior thermal shell, insulation, filters and filter housing.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

NOTE: Coverage is for one (1) standalone freezer. Additional Optional Item Fee is required for each additional standalone freezer.

### 9. GRINDER PUMP

COVERED: Sewage grinder pump that services the main house only, up to 2 horsepower.



NOT COVERED: Grinder pump station housing, electrical panel box, piping and electrical lines, and components.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

NOTE: Not available on condos, townhomes, or multi-family residences.

**10. MICROWAVE** (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Door glass, interior linings, shelves, detachable accessories, and countertop or portable units.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**11. OVEN** (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Racks, handles, shelves, detachable accessories, door glass or glass tops, light bulbs, clock and oven timer; sensi-heat burners will be replaced with standard burners.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**12. REFRIGERATOR** (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, including the ice maker and ice/water dispenser, except:

NOT COVERED: Any removable equipment, shelves, racks, drawers, ice crusher, light bulbs, food spoilage, interior thermal shell, insulation, multi-media centers and filters.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

NOTE: This coverage is for one (1) refrigerator.

**13. ROOF LEAK REPAIR**

COVERED: The repair of specific leaks that occur in the roof located over the occupied living area (excluding garage), provided the leaks are the result of rain and/or normal wear and deterioration, and the roof was watertight on the Effective Date of the Contract. Repair of covered leaks are limited to the exterior roofing of the home.

NOT COVERED: Gutters; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; roof-mounted installations; leaks manifested prior to the Effective Date of the Contract. Consequential damage to other parts of the home as a result of the leak, including but not limited to walls, ceilings, attic, and personal belongings.

LIMITS: Coverage maximum for diagnostic and requisite repair if covered, carries a total aggregate not to exceed \$1,000.00. Anything above said maximum is the responsibility of the contract holder.

NOTE: Not available on condos, townhomes, or multi-family residences.

**14. SWIMMING POOL AND HOT TUB (BUILT-IN)**

COVERED: Above ground and accessible common equipment is covered. Coverage applies to the pumps, filters, pump timers, heaters, blowers, gaskets, seals, back flush valves, 2 & 3-way valves, switches, relays, above ground plumbing and electrical that are associated with pumps and filters.

NOT COVERED: Any item not listed above, such as but not limited to; fill lines and fill valves, grids, diatomaceous earth, sand, cartridge elements, heat pumps, computerized control boards and related equipment, problems caused by lack of maintenance or abnormal wear-and-tear, liners, structural defects, lights, solar equipment, tile or plaster, inaccessible components and built-in and in-pool cleaning equipment such as but not limited to ionizers, pool sweeps, jets, pop-up heads, actuator valves (turbo valves), heat pump pool heaters, skimmers and above ground pools.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**15. SALT WATER POOL AND HOT TUB (BUILT-IN)**

COVERED: All items covered under the Swimming Pool and Hot Tub Optional Item, plus the following; Salt water control unit, salt cell, and flow sensor for the salter water chlorinator.

NOT COVERED: All items not covered under the Swimming Pool and Hot Tub Optional Item.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**16. SEPTIC TANK**

COVERED: Septic tank and line from house.

NOT COVERED: Seepage pits, tile fields and leach beds, leach lines, lateral lines, cost of locating or gaining access to covered items, chemical treatments, insufficient capacity, clean out and pumping.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**17. SEPTIC PUMP**

COVERED: Aerobic pump, jet pump, and sewage ejector pump.

NOT COVERED: Seepage pits, tile fields and leach beds, leach lines, lateral lines, cost of locating or gaining access to covered items, chemical treatments, insufficient capacity, clean out and pumping.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**18. TRASH COMPACTOR**

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Removable buckets and lock/key assemblies.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**19. WASHER** (Additional Unit Coverage)

COVERED: All mechanical parts and components that affect the operation, except:

NOT COVERED: Dispensers, plastic mini-tubs, and venting.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**20. WATER HEATER** (Additional Unit Coverage)

COVERED: Gas or electric water heater including tankless water heaters, thermostat assembly parts and components, heating elements, burner assembly, gas valve, drain valve, relief valve and circulating pump (non-solar-systems).

NOT COVERED: Solar water heater and associated components and plumbing, vents and flues, storage or expansion tanks, noise caused by sediment, drip pans, heating/water heater combination units, multi-valve manifolds and water heater heat pump attachment.

LIMITS: Coverage applies to residential water heaters not exceeding 80 gallons. Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**21. WASHER SOFTENER**

COVERED: All mechanical parts and components that affect the operation.

NOT COVERED: Softening agents; resin bed; conditions caused by chemical, calcium, build-up/deposits; filter and related components.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

**22. WELL PUMP**

COVERED: Well pump utilized as main water source to the dwelling.



NOT COVERED: Piping and electrical lines including wiring from control box to the pump, well casing, storage or pressure tank, pressure switches, capacitors or relays, re-drilling of wells, booster pumps, well pump for geothermal or water source heat pumps, and access to repair well pump system.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

### 23. WET BAR REFRIGERATOR

COVERED: All mechanical parts and components that affect the operation, including the ice maker and ice/water dispenser, except:

NOT COVERED: Any removable equipment, shelves, racks, drawers, ice crusher, light bulbs, food spoilage, interior thermal shell, insulation, multi-media centers and filters.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

NOTE: This coverage is for one (1) wet bar refrigerator.

### 24. WINE COOLER

COVERED: All mechanical parts and components that affect the operation.

LIMITS: Maximum for diagnosis, repair or replacement is limited to Your Plan Aggregates.

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## L. STATE PROVISIONS

**Alabama:** Administrative fee is \$50.00 or 10% of the amount paid by You for this Contract, whichever is less. If We cancel this Contract, prior notice is not required if the reason for cancellation is non-payment of the Contract, or a material misstatement by You relating to the covered property or its use.

**Alaska:** OBLIGATIONS: Second sentence is deleted and replaced with the following: The obligations of the Provider, Folio Protection Company, Inc., 14651 Dallas Pkwy. Ste. 502, Dallas, TX 75254, under this Contract are insured under a Reimbursement Insurance Policy issued by Wesco Insurance Company, Inc. In the event Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 505-4048.

**Arizona:** CANCELLATION: Administrative fee is \$50.00 or 10% of the amount paid by You for this Contract, whichever is less. Contract can only be canceled by Us for acts of omission by You. Service costs will not be deducted from cancellation refunds. The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs. Exclusions reference is hereby replaced with "WHAT IS NOT COVERED" in the Contract. We shall not provide coverage for those items listed under the WHAT IS NOT COVERED section. Pre-existing definition is deleted and replaced with the following: conditions that were caused by You prior to purchasing this Contract.

**Arkansas:** Administrative fee is \$50.00 or 10% of the amount paid by You for this Contract, whichever is less. If We cancel this Contract, prior notice is not required if the reason for cancellation is non-payment of the Contract, or a material misstatement by You relating to the covered property or its use.

**California:** CANCELLATION: You may cancel this Contract within the first 60 days and receive a full refund if no claims have been made. If a claim was made within the first 60 days a pro rata refund will be issued. If you do not receive your refund or credit within 30 days after written request to cancel is received by Us, a 10% penalty per month shall be added. If You cancel this Contract after 60 days a pro rata refund, less a cancellation fee of \$25.00 or 10% of the purchase price, whichever is less will be issued. (1) Services will be performed upon telephonic request to the company, without any requirement that claim forms or applications be filed prior to the rendition of service. (2) Services will be initiated by or under the direction of the company within 48 hours after request is made for such services by any person entitled to make such request under the Contract, or the agent of such person. (3) The Provider of this Contract is Folio Protection Company, Inc., 14651 Dallas Pkwy. Ste. 502, Dallas, TX 75254 (License No. [TBD]).

**Colorado:** This Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. You may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Contract. If the assigned examiner is unable to resolve the dispute after receipt of the Provider's response, examiner shall transfer the matter to the Insurance Department's Arbitration Unit for commencement of arbitration proceedings within 10 days of notice thereof, unless objected to by either party during this time. Refer to Connecticut General Statutes § 42-260 for complete dispute resolution procedures. If Your Contract expires during the time of an approved repair or replacement, this Contract is extended until the repair or replacement has been completed. CANCELLATION: You may cancel Your Contract if the covered product is sold, lost, stolen, or destroyed.

**District of Columbia:** CANCELLATION FEE: is \$50.00 or 10% of the purchase price, whichever is less.

**Florida:** The Provider of this Contract is Wesco Insurance Company (License No. 01913) 59 Maiden Lane, 43rd Floor, New York, NY 10038, (800) 677-7854. The rates charged to You for this Contract are not subject to regulation by the Florida Office of Insurance Regulation. The purchaser of this Contract has the right to assign it, at least 15 days from the date the home is sold or transferred. **This Contract may not provide listing period coverage free of charge.** Certain items and events are not covered by this Contract. Please refer to the exclusions listed on page 3 of this Contract. CANCELLATION: If canceled during the 30-day free look period a full refund of the gross premium paid less any claims paid, and less an administrative fee not to exceed 5% of the gross premium price will be issued. If canceled after the free look period, the refund will be based on 90% of the unearned pro rata premium, less any claims paid. If the Contract is canceled by Us for any reason other than fraud or misrepresentation, a refund will be based on 100% of the unearned pro rata premium, less claims paid.

**Georgia:** This is not a Contract of insurance. EXCLUSIONS: The following is added: Alterations made by You or with Your knowledge which cause Your covered items to be out of compliance with the manufacturer's specifications are excluded. Definition of Pre-existing is removed in its entirety and replaced with "Pre-existing conditions known to You are not covered". Consequential damages that result from a covered breakdown or normal wear and tear are not covered. CANCELLATION: An administration fee of 10% of the pro rata refund amount or \$50, whichever is less, will be applied if this Contract is canceled by You. If We cancel this Contract for nonpayment a written notice will be mailed to you within 10 days stating effective date and reason for cancellation to comply with 33-24-44 of the Georgia Insurance Code. Cancellation shall not be in effect less than 30 days prior to the effective date of the notice. If We cancel this Contract, earned premiums shall be completed on a prorated basis. Service costs paid or pending will not be deducted from any cancellation refund. Contract expires when the sum of the Term plus the 30-Day Waiting Period is reached.

**Idaho:** THIS IS NOT A CONTRACT OF INSURANCE. YOU MAY HAVE OTHER RIGHTS AND REMEDIES UNDER THE IDAHO CONSUMER PROTECTION ACT. FOR MORE INFORMATION ON YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE OFFICE OF THE IDAHO ATTORNEY GENERAL AT (208)334-2424.

**Illinois:** THIS IS NOT A CONTRACT OF INSURANCE. CANCELLATION FEE: Cancellation fee is \$50.00 or 10% of the refund amount, whichever is less.





**Iowa:** The Provider of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the Provider may be sent to the insurance division at: Iowa Insurance Division, Two Ruan Center, 601 Locust St, 4th floor, Des Moines, Iowa 50309-3738. CANCELLATION: If cancelled by Us for any reason other than nonpayment We shall issue a pro rata refund of the purchase price, less any service costs. CANCELLATION FEE: \$50.00 or 10% of the purchase price, whichever is less.

**Maine:** CANCELLATION: If cancelled by Us for any other reason than nonpayment of the Contract fee, We shall refund a 100% of the unearned pro rata Contract fee, less any claims paid. CANCELLATION FEE: The Cancellation fee is \$50.00 or 10% of the purchase price, whichever is less.

**Maryland:** If Your Contract expires during the time of an approved repair or replacement, this Contract is extended until the repair or replacement has been completed.

**Michigan:** If performance of the Contract is interrupted because of a strike or work stoppage at the Provider's place of business, the effective period of the Contract shall be extended for the period of the strike or work stoppage.

**Missouri:** Exclusions: Pre-existing conditions are not covered. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of home.

**Nevada:** If you are not satisfied with the manner in which We are handling the claim of this Service Contract, You may contact the Commissioner of Insurance by use of the toll-free telephone number of the Division: (888) 872-3234. Emergency Service: If the covered Product You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. If the provider determines that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then the provider will provide a status report to the holder and to the Commissioner by electronic mail not later than 3 calendar days after the report of the claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call (833) 823-4502 to report such loss. Any reference to Administrative Fee is deleted and replaced with Cancellation Fee. **Per NAC 690C.120(4); the cost of claims paid or services provided will not be deducted from any refund pursuant to this contract.** CANCELLATION BY PROVIDER: Pursuant to NAC 690C.120(1), a provider who cancels a contract pursuant to NRS 690C.270 may not impose a cancellation fee. In addition; no Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or 1 year after the Contract Date of Sale, whichever occurs first, except any of the following grounds: 1) Failure by You to pay an amount when due; 2) Conviction of the Contract Holder of a crime which results in an increase of the service required under the Agreement; 3) Discovery of fraud or material misrepresentation by You in obtaining the Contract, or in presenting a claim for service there under; 4) Discovery of: (a) An act or omission by You; or (b) A violation by You of any condition of the Contract, which occurred after the Agreement Date of Sale which substantially and materially increases the service required under the Contract; or 5) A material change in the nature or extent of the required service or repair which occurs after the Contract Date of Sale which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. Pursuant to Nevada law, arbitration is not mandatory. CANCELLATION FEE: The Cancellation Fee is deleted and replaced with \$25.00

**CONTRACT TERM AND EFFECTIVE DATE: A 30-DAY WAITING PERIOD FOR CLAIMS APPLIES UNDER CONTRACTS ISSUED TO; STANDARD HOME BUYER CUSTOMERS, HOMEOWNER CUSTOMERS, AND RENEWAL CUSTOMERS.**

**New Hampshire:** In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 Fruit Street #14, Concord, NH 03301, 1-603-271-2261. The Arbitration Provision of this Contract is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire.

**New Mexico:** If you have any concerns regarding the handling of a claim under this Agreement, you may contact the Office of Superintendent of Insurance at 1-855-427-5674. CANCELLATION: No Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or 1 year after the Contract effective date, whichever occurs first, except any of the following grounds: 1). Failure by You to pay an amount when due; 2) Conviction of the holder of a crime which results in an increase of the service required under the Contract; 3) Discovery of fraud or material misrepresentation by You in obtaining the Contract, or in presenting a claim for service there under or; 4) Discovery of: (a) An act or omission by You; or (b) a violation by You of any condition of the Contract, which occurred after the Contract Effective Date which substantially and materially increases the service required under the Contract. No cancellation of a Contract may become effective until at least 15 days after the notice of cancellation is mailed to You. CANCELLATION FEE: \$50.00 or 10% of the Contract purchase price, whichever is less.

**New York:** Pre-existing conditions are not covered under this Contract. CANCELLATION: If You cancel this Contract a 10% penalty per month will be added to any refund that is not paid or credited within 30 days. Cancellation Fee: \$25.00

**North Carolina:** CANCELLATION FEE: Cancellation fee is \$50.00 or 10% of the refund amount, whichever is less.

**Oregon:** 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 this state agreed to by both parties.

**South Carolina:** This is not a Contract of insurance. If you have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201, or Post Office Box 100105, Columbia, SC 29202-3105, or (803)737-6227.

**Texas:** Section D. Requesting Service 3. Service Response Times I. Normal Service is deleted in its entirety and replaced with the following. Normal Service: Under normal circumstances, an authorized service Contract or will contact You within 48 hours to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service 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 Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to: Texas Real Estate Commission at P.O Box 12188 Austin, Texas 78711-2188, (512) 936-3049. The purchase of a residential service Contract or home warranty Contract is optional and similar coverage may be purchased from other Residential Service Companies or Insurance Companies authorized to do business in Texas.

**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 CONTRACT. 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.**

**Buyer's Signature:** \_\_\_\_\_

**Utah:** This service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage provided under this Contract is not guaranteed by the Property and casualty Guaranty Association. CANCELLATION: We may only cancel this Contract for; (1) material misrepresentation, (2) substantial change in risk, or (3) substantial breach of Contractual duties and, (4) nonpayment. Cancellation will be effective no sooner than 30 days after the delivery of notification; 10 days after delivery for nonpayment.



**Washington:** CANCELLATION: If You cancel this Contract a 10% penalty will be added to any refund that is not paid or credited within 30 days. If We cancel this Contract a notification will be mailed to You at least 21 days prior to cancellation stating the effective date of the cancellation and reason for cancellation. This Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Provider's permanent residence. The Commissioner is the Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. OBLIGATIONS: Second sentence is deleted and replaced with the following: The obligations of the Provider, Folio Protection Company, Inc., 14651 Dallas Pkwy. Ste. 502, Dallas, TX 75254, under this Contract are insured under a Reimbursement Insurance Policy issued by Wesco Insurance Company, Inc. In the event Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 505-4048.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

CANCELLATION: If We cancel this Contract for a reason other than nonpayment of the contract fee, We shall refund 100% of the unearned pro rata contract fee, less any claims paid. CANCELLATION FEE: Cancellation fee is \$50.00 or 10% of the contract fee, whichever is less. In the event of a total loss of property covered under this Contract, You may cancel this Contract and receive a pro rata refund of any unearned contract fee, less any claims paid. 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 Wisconsin and will be held in Your county of residence or any other county in this state agreed to by both parties.

**Wyoming:** For residents holding a Contract covering a home in Wyoming. The arbitration clause in the main body of this Contract does not apply. In the event of any disagreement the parties may agree to arbitration in a separate written agreement.

