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July 24, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
Harrisburg, PA 17105-3265

**RE: Columbia Gas of Pennsylvania, Inc.
Affiliate Interest Filing
Docket No. G-2025-3056022**

Dear Secretary Homsher:

At the Bureau of Technical Utility Services' ("TUS") request, Columbia Gas of Pennsylvania, Inc. ("Columbia" or "the Company") is submitting this supplement to its affiliate interest filing in the above-referenced docket.

To assist with TUS' review of the affiliate arrangement, the Company is including a diagram depicting the transactions related to the affiliate arrangement, labeled **Attachment A**.

As noted in Columbia's initial filing, the Company intends to enter into a Billing Agreement with Pivotal Home Solutions, LLC ("Pivotal").¹ The Billing Agreement will allow for charges for Pivotal's warranty service plans and products and services ("Covered Products") to be included on customers' bills,² with Columbia collecting the customers' payments and remitting funds to Pivotal as a pass-through charge. The proposed arrangement will not result in any additional costs to Columbia. In other words, Pivotal, or any other third-party that provides energy-related non-basic services, will make certain annual and monthly payments to Columbia that are designed to recover the full cost of services provided by the Company, including billing, administrative, and support services.³ Columbia will provide these billing, administrative, and support services via NiSource Corporate Services Company ("NCSC"), pursuant to a Commission-approved

¹ The Billing Agreement between Columbia and Pivotal is not an affiliated interest arrangement, as Columbia and Pivotal are non-affiliated entities.

² Currently, only customers being billed on residential rates are eligible to be enrolled in Pivotal's Covered Products. However, Pivotal may decide to expand the Covered Products to non-residential customers in the future.

³ A general outline of the standards terms and conditions that will apply to any third-party requests for on-bill billing for non-basic service charges was provided on June 30, 2025, to the parties at Columbia's 2018 Rate Case docket, at No. R-2018-2647577.

Services Agreement,⁴ enclosed as **Attachment B**. The Company is also providing an organizational chart illustrating the affiliated parties to the arrangement, the affiliated parties ancillary to the arrangement, and Pivotal, enclosed as **Attachment C**.

The Marketing and Licensing Agreement between NiSource Development Company, Inc. (“NDC”) and Pivotal⁵ will remit a participation and licensing fee to NDC. This fee is calculated based on the number of Columbia customers who enroll in Pivotal’s Covered Products. The revenue share is independent of Columbia’s billing services and is paid directly by Pivotal to NDC. NDC will be able to independently verify the revenue share computation through periodic reporting and audit rights that can be confirmed through information sharing from Columbia.

As noted above, charges related to the Covered Products will be reflected on Columbia bills. Enclosed with this supplement as **Attachment D** is an example of a residential customer bill.⁶ The Company notes that these charges will appear under a section of the bill separate from regulated utility charges and will be clearly labeled as “Optional Services Non-Utility Charges.” This bill section will inform the customer that: (i) the third party service provider(s) listed in this section are not affiliated with Columbia; (ii) that these services are not regulated utility services and are not provided or guaranteed by Columbia or its affiliates; (iii) that participation in these services does not affect the utility service the customer receives from Columbia; and (iv) that failure to pay the optional service charges will not result in the interruption or termination of the customer’s utility service by Columbia. Accordingly, the Company confirms that it will not terminate customers’ utility services for failure to pay non-basic service charges, consistent with 52 Pa. Code § 56.83(3).

Based on Pivotal’s preexisting relationships with other NiSource operating companies, Pivotal inquired about offering Covered Products to the Company’s customers. The Company confirms, based on representations made by Pivotal, that Pivotal’s pricing for the Covered Products is market-based and competitive.⁷ The terms and conditions for the Covered Products are enclosed with this supplement as **Attachment E**.

All third parties, including Pivotal, will be subject to standard terms and conditions for on-bill billing services. Columbia will apply the same fees and fee structures to Pivotal as it will to any other third party seeking to offer similar warranty plans, products, and services. Consistent with 66 Pa. Code § 1502, this arrangement does not provide any unreasonable preference or advantage to Pivotal or any other service provider.

⁴ By Secretarial Letter dated April 1, 2019, the Commission approved the Services Agreement between Columbia and NCSC at Docket No. G-2014-2458547.

⁵ The Marketing and License Agreement is not an affiliated interest agreement, as Pivotal and NDC are non-affiliated entities. Further, the Marketing and License Agreement is highly confidential and is being provided to TUS through a secure share-file site and pursuant to TUS’ written confirmation that the Marketing and License Agreement and the information contained therein will not be shared, downloaded, or otherwise visible to parties or personnel outside of TUS.

⁶ The bill enclosed with this supplement is a sample from 2018, when the Company previously offered on-bill, third-party non-basic service charges available to customers. See also, fn. 2.

⁷ Pivotal’s pricing for the Covered Products is proprietary and highly confidential. Pricing for the Covered Products is being provided to TUS through a secure share-file site and pursuant to TUS’ written confirmation that the document and information contained therein will not be shared, downloaded, or otherwise visible to parties or personnel outside of TUS.

Concurrently with this supplement, the Company is submitting a letter filing at the Company's 2018 rate case docket, R-2018-2647577, to inform the parties of this proposed arrangement.

If you have any questions regarding this filing, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Emily Farah". The signature is fluid and cursive, with the first name being more prominent.

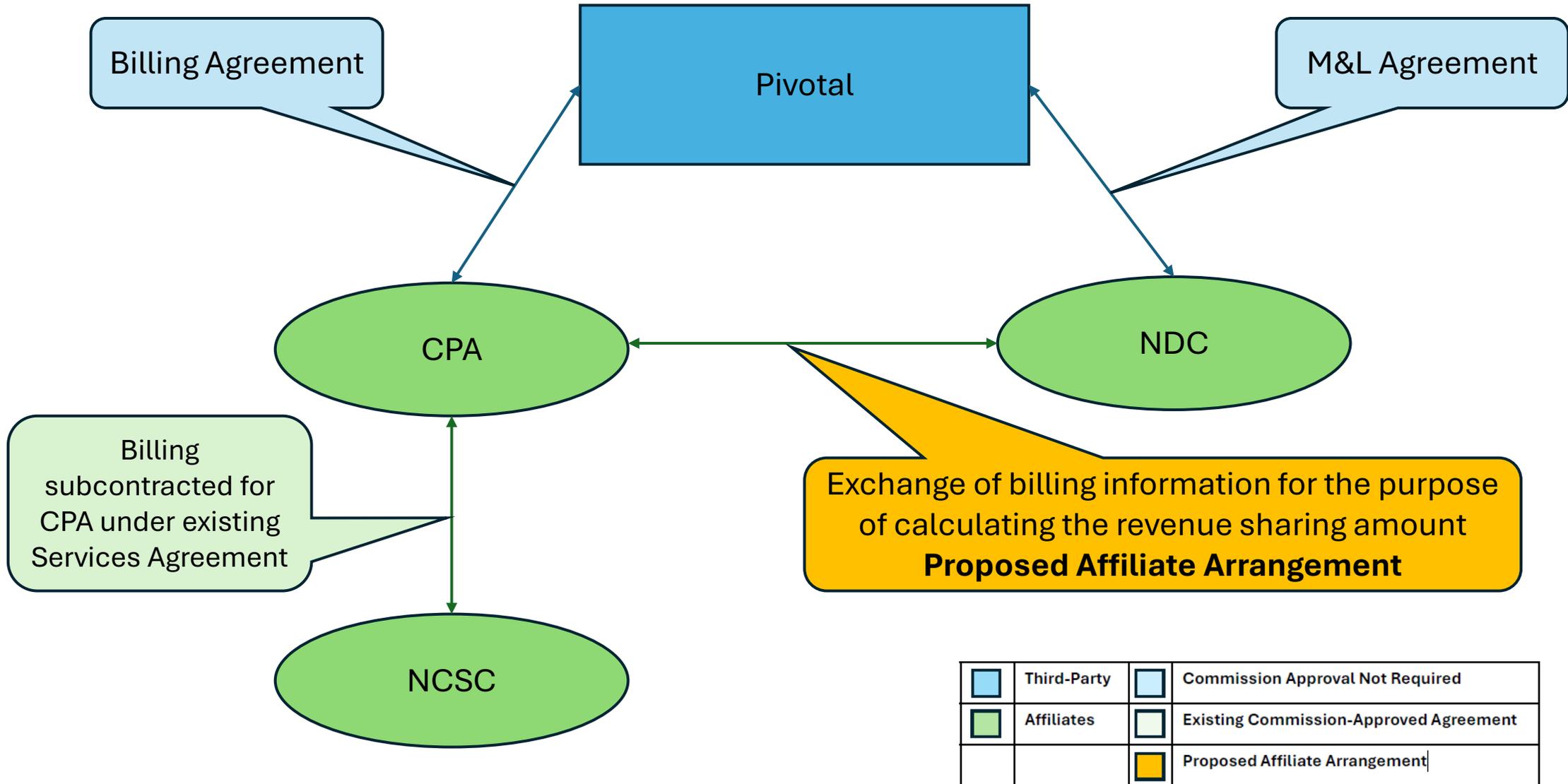
Emily Farah

Enclosures

cc via email:

Darren Gill, Bureau of Technical Utility Services

Lee Yalcin, Bureau of Technical Utility Services



Service Agreement
BETWEEN
NISOURCE CORPORATE SERVICES COMPANY
AND
COLUMBIA GAS OF PENNSYLVANIA, INC.

Dated January 1, 2015

(To Take Effect Pursuant to Article 3 Hereof)

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Service Agreement" or "Agreement") is made and entered into effective the 1st day of January, 2015 by and between Columbia Gas of Pennsylvania, Inc., its subsidiaries, affiliates and associates ("Client", and together with other associate companies that have or may in the future execute this form of Service Agreement, the "Clients") and NiSource Corporate Services Company ("Company").

WITNESSETH:

WHEREAS, each Company and Client is a direct or indirect wholly owned subsidiary of NiSource Inc., a Delaware corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 ("Act") that is subject to regulations adopted by the Federal Energy Regulatory Commission ("FERC") pursuant to the Act;

WHEREAS, the Client is an affiliate of the Company; and

WHEREAS, the Company and Client agree to enter into this Service Agreement whereby the Client may seek certain services from the Company and the Company agrees to provide such services upon request and upon the Company's conclusion that it is able to perform such services. Further, the Client agrees to pay for the services as provided herein at the lower of cost or market; and

WHEREAS, the rendition of such services set forth in Article 2 of Appendix A on a centralized basis enables the Clients to realize economic and other benefits through (1) efficient use of personnel and equipment, (2) coordination of analysis and planning, and (3) availability of specialized personnel and equipment which the Clients cannot economically maintain on an individual basis.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1

SERVICES

1.1 The Company shall furnish to Client, as requested by Client, upon the terms and conditions hereinafter set forth, such of the services described in Section 2 of Appendix A hereto (the "Services"), at such times, for such periods and in such manner as Client may from time to time request and that the Company concludes it is able to perform. The Company shall also provide Client with such services, in addition to those services described in Appendix A hereto, as may be requested by Client and that the Company concludes it is able to perform. In supplying such services, the Company may arrange, where it deems appropriate in consultation with Client, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services ("Additional Services").

1.2 Client shall take from the Company such of the Services, and such Additional Services, whether or not now contemplated, as are requested from time to time by Client and that the Company concludes it is able to perform.

1.3 The cost of the Services described herein or contemplated to be performed hereunder shall be allocated to Client in accordance with Exhibit A, which is filed annually with the FERC. Client shall have the right from time to time to amend or alter any activity, project, program or work order provided that (i) Client pays and remunerates the Company the full cost for the services covered by the activity, project, program or work order, including therein any expense incurred by the Company as a direct result of such amendment or alteration of the activity, project, program or work order, and (ii) Client accepts that no amendment or alteration of an activity, project, program or work order shall release Client from liability for all costs already incurred by or contracted for by the Company pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

1.4 The Company shall hire, train and maintain an experienced staff able to perform the Services, or shall obtain experience through third-party resources, as it shall determine in consultation with Client.

1.5 The Company routinely makes payments on behalf of affiliates on an ongoing basis, including payroll, employee benefits, corporate insurance, leasing, and external audit fees. Each affiliate receives on a monthly basis a Convenience Bill for its proportional share of the payments made in that respective month. As the name implies, convenience billing is intended as a convenience to vendors because it eliminates the need for a separate invoice to be generated for each affiliate entity receiving the same services. Therefore, the Company makes the payment to the vendor and the charges for the services are recorded directly on the books of the affiliate and not by the Company.

ARTICLE 2

COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, Client shall compensate and pay to the Company all costs, reasonably identifiable and related to particular Services performed by the Company for or on Client's behalf. The methods for allocating the Company costs to Client, as well as to other associate companies, are set forth in Appendix A.

2.2 It is the intent of this Service Agreement that charges for Services shall be billed, to the extent reasonably possible, directly to the Client or Clients benefiting from such Service. Any amounts remaining after such direct billing shall be allocated using the methods identified in Appendix A. The methods of allocation of cost shall be subject to review annually, or more frequently if appropriate. Such methods of allocation of costs may be modified or changed by the Company without the necessity of an amendment to this Service Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost and include compensation for use of capital thereof, fairly and equitably allocated. The Company shall review with the

Client any proposed change in the methods of allocation of costs hereunder and the parties must agree to any such changes before they are implemented.

2.3 The Company shall make available monthly billing information to the Client that shall reflect all information necessary to identify the costs charged and Services rendered for that month. Client shall undertake a review of the charges and identify all questions or concerns regarding the charges reflected within a reasonable period of time. Client shall remit to the Company all charges billed to it within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.4 Client agrees to provide the Company, from time to time, as requested such financial and statistical information as the Company may need to compute the charges payable by Client consistent with the method of allocation set forth on Appendix A.

2.5 It is the intent of this Service Agreement that the payment for services rendered by the Company to Client under this Service Agreement shall cover all the costs of its doing business including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, insurance, injuries and damages, employee and retiree pensions and benefits, taxes, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and reasonable compensation for use of capital.

ARTICLE 3

TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the State Commissions and federal agencies as needed, and shall continue in force until terminated by the Company or Client, upon not less than one year's prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with (1) the Act or with any rule, regulation or order of the FERC adopted before or after the date of this Service Agreement, or (2) any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or more Clients. Further, this Service Agreement shall be terminated with respect to the Client immediately upon the Client ceasing to be an associate company of the Company. The parties' obligations under this Service Agreement which by their nature are intended to continue beyond the termination or expiration of this Service Agreement shall survive such termination or expiration.

ARTICLE 4

SERVICE REVIEW

4.1 Upon request of the Client, the Company shall meet with the Client to review and assess the quality, costs, and/or allocations of the services being provided pursuant to this

Service Agreement. The Client shall also have the right to amend the scope of services as it determines to be necessary or desirable.

4.2 NiSource maintains an Internal Audit Department that will conduct periodic audits of the Company administration and accounting processes (“Audits”). The Audits will include examinations of Service Agreements, accounting systems, source documents, methods of allocation of costs and billings to ensure all Services are properly accounted for and billed to the appropriate Client. In addition, the Company’s policies, operating procedures and controls will be evaluated annually. Copies of the reports generated by the Company as part of the Audits will be provided to Client upon request.

ARTICLE 5

MISCELLANEOUS

5.1 All accounts and records of the Company shall be kept in accordance with the FERC’s Uniform System of Accounts (“USofA”) for centralized service companies .

5.2 New direct or indirect subsidiaries of NiSource Inc., which may come into existence after the effective date of this Service Agreement, may become additional Clients of the Company and subject to a service agreement with the Company. The parties hereto shall make such changes in the scope and character of the services to be rendered and the method of allocating costs of such services as specified in Appendix A, subject to the requirements of Section 2.2, as may become necessary to achieve a fair and equitable allocation of the Company’s costs among all Clients including any new subsidiaries. The parties shall make similar changes if any Client ceases to be associated with the Company.

5.3 The Company shall permit Client reasonable access to its accounts and records including the basis and computation of allocations.

5.4 The Company and Client shall comply with the terms and conditions of all applicable contracts managed by the Company for the Client, individually, or for one or more Clients, collectively, including without limitation terms and conditions preserving the confidentiality and security of proprietary information of vendors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

NISOURCE CORPORATE SERVICES COMPANY

By: Joseph W. Mulpas
Name: Joseph W. Mulpas
Its: Vice President & Chief Accounting Officer

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Michael A. Huwar
Name: Michael A. Huwar
Its: President

APPENDIX A

NISOURCE CORPORATE SERVICES COMPANY

Services Available to Clients
Methods of Charging Therefor and
Miscellaneous Terms and Conditions of Service Agreement

ARTICLE 1**DEFINITIONS**

1 The term "Company" shall mean NiSource Corporate Services Company and its successors.

2 The term "Service Agreement" shall mean an agreement, of which this Appendix A constitutes a part, for the rendition of services by the Company.

3 The term "Client" shall mean any corporation to which services may be rendered by the Company under a Service Agreement.

ARTICLE 2**DESCRIPTION OF SERVICES**

Descriptions of the expected services to be provided by the Company are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive and are subject to modification from time to time in accordance with the state of the art and the needs of the Clients.

1 *Accounting and Statistical Services.* The Company will advise and assist the Clients in all aspects of accounting, including financial accounting, asset accounting, regulatory accounting, tax accounting, maintenance of books and records, safeguarding of assets, accounts payable, accounts receivable, reconciliations, accounting research, reporting, operations and maintenance analysis, payroll services, business applications support, and other related accounting functions. The Company will also provide services related to developing, analyzing and interpreting financial statements, directors' reports, regulatory reports, operating statistics and other financial reports. The Company will ensure compliance with generally accepted accounting principles and provide guidance on exposure drafts, financial accounting standards, and interpretations issued by the Financial Accounting Standards Board. The Company will advise and assist the Clients in the formulation of accounting practices and policies and will conduct special studies as may be requested by the Clients.

2 *Auditing Services.* The Company will conduct periodic audits of the general records of the Clients, will supervise the auditing of local and field office records of the Client, and will coordinate the audit programs of the Clients with those of the independent accountants

in the annual examination of their accounts. The Company will ensure compliance, monitor business risk, and coordinate internal control structure.

3 *Budget Services.* The Company will advise and assist the Clients in matters involving the preparation and development of forecasts, budgets and budgetary controls, and other financial planning activities.

4 *Business Services.* The Company will advise and assist the Clients in the preparation and use of educational and advertising materials; in the development of processes to increase residential, commercial and industrial customers, as well as maintenance of business in those areas; and providing information to customers regarding Clients' products and services.

5 *Corporate Services.* The Company will advise and assist the Clients in connection with corporate matters including corporate secretary services, business continuity planning, shareholder services, corporate records management, proceedings involving regulatory bodies, and other corporate matters.

6 *Customer Billing, Collection, and Contact Services.* The Company will render calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services to Client associated with the preparation and issuance of customer bills, notices, inserts and similar mailings. The Company will provide cash processing, revenue recovery, account reconciliations and adjustments, and related services to Client associated with the collection of revenue and management of accounts receivable. The Company will provide customer contact and related services to Client, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; sales of optional products and services; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

7 *Depreciation Services.* The Company will advise and assist the Clients in matters pertaining to depreciation practices, including (1) the making of studies to determine the estimated service life of various types of plant, annual depreciation accrual rates, salvage experience, and trends in depreciation reserves indicated by such studies; (2) assistance in the organization and training of the depreciation departments of the Clients; and (3) dissemination to the Clients of information concerning current developments in depreciation practices.

8 *Economic Services.* The Company will advise and assist the Clients in matters involving economic research and planning and in the development of specific economic studies.

9 *Electronic Communications Services.* The Company will advise and assist the Clients in connection with the planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and all other applications of electronics to the fields of communication and control.

10 *Employee Services.* The Company will advise and assist the Clients in connection with organizational, leadership, and strategic development, employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations

and health, welfare and employee benefits. The Company will also advise and assist the Clients in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

11 *Engineering and Research Services.* The Company will advise and assist the Clients in connection with the engineering phases of all construction and operating matters, including estimates of costs of construction, preparation of plans and designs, engineering and supervision of the fabrication of natural gas facilities, standardization of engineering procedures, and supervision and inspection of construction. The Company will also conduct both basic and specific research in fields related to the operations of the Clients.

12 *Facility Services.* The Company will manage and effectively execute facility operations, facility maintenance, provide suitable space in its offices for the use of the Clients and their officers and employees, provide delivery services, security services, print services, and other facility services.

13 *Gas Dispatching Services.* The Company will advise and assist the Clients in the dispatching of the gas supplies available to the Clients, and in determining and effecting the most efficient routing and distribution of such supplies in the light of the respective needs therefor and the applicable laws and regulations of governmental bodies. If requested by the Clients, the Company will provide a central dispatcher or dispatchers to handle the routing and dispatching of gas.

14 *Information Services.* The Company will advise and assist the Clients in matters involving the furnishing of information to customers, employees, investors and other interested groups, and to the public generally, including the preparation of booklets, photographs, motion pictures and other means of presentation, and assistance to Clients in their advertising programs.

15 *Information Technology Services.* The Company will advise and assist Clients in matters involving information technology, including management, operations, control, monitoring, testing, evaluation, data access security, disaster recovery planning, technical research, and support services. The Company will also provide and assist the Client with application development, maintenance, modifications, upgrades and ongoing production support for a portfolio of systems and software that are used by the Clients. In addition, the Company will identify and resolve problems, ensure efficient use of software and hardware, and ensure that timely upgrades are made to meet the demands of the Clients. The Company will also maintain information concerning the disposition and location of Information Technology assets.

16 *Insurance Services.* The Company will advise and assist the Clients in general insurance matters, in obtaining policies, making inspections and settling claims.

17 *Land/Surveying Services.* The Company will provide land asset management, land contract management, and surveying services in connection with Clients' acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property, where necessary.

18 *Legal Services.* The Company will provide Clients with legal services (including legal services, as necessary or advisable, in connection with or in support of any of the other services provided hereunder), including, but not limited to, general corporate matters and internal corporate maintenance, contract drafting and negotiation, litigation, liability and risk assessment, financing, securities offerings, state and federal regulatory compliance, state and federal regulatory support and rule interpretation and advice, including, without limitation, interpretation and advice concerning the regulations or orders of the Securities and Exchange Commission, the Federal Energy Regulatory Commission, the Environmental Protection Agency, and the Pipeline and Hazardous Materials Safety Administration, bankruptcy and collection matters, employment and labor relations investigations, union contracting, Equal Employment Opportunity Commission issues, compliance with state and federal legislative requirements, and all other matters for which Clients require legal services.

19 *Officers.* Any Client may, with the consent of the Company, elect to any office of the Client any officer or employee of the Company whose compensation is paid, in whole or in part, by the Company. Services rendered to the Client by such person as an officer shall be billed by the Company to the Client and paid for as provided in Articles 3 and 4, and the Client shall not be required to pay any compensation directly to any such person.

20 *Operations Support and Planning Services.* The Company will advise and assist the Clients in connection with operations support and planning, including logistics, scheduling & dispatching; workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of transportation and sales programs; negotiation of gas purchase and sale contracts; energy marketing and trading, including off-system sales and capacity release activities contemplated in a Client's revenue sharing mechanism; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; hydraulic gas network modeling, facility mapping and GIS technologies; and other operating matters.

21 *Purchasing, Storage and Disposition Services.* The Company will render advice and assistance to the Clients in connection with supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same. The Company will also render advice and assistance to the Client in connection with the negotiation of the purchase, sale, acquisition or disposition of assets and services and the placing of purchase orders for the account of the Client.

22 *Regulatory Services.* The Company will advise and assist the Clients in all regulatory and rate matters, including the design and preparation of schedules and tariffs, the analysis of rate filings, the preparation and presentation of testimony and exhibits to regulatory authorities, and other regulatory activities.

23 *Tax Services.* The Company will advise and assist the Clients in tax matters, in the preparation of tax returns and in connection with proceedings relating to taxes.

24 *Transportation Services.* The Company will advise and assist the Clients in connection with the purchase, lease, operation and maintenance of motor vehicles and the operation of aircraft owned or leased by the Company or the Clients.

25 *Treasury Services.* The Company provides services such as risk management, cash management, long and short term financing for all Clients, investment of temporarily available cash, retirement of long term debt, investment management oversight of all benefits plans, and special economic studies as requested.

26 *Miscellaneous Services.* The Company will render to any Client such other services, not hereinabove described, , as from time to time the Company may be equipped to render and such Client may desire to have performed.

ARTICLE 3

ALLOCATION METHODS

1 *Specific Direct Salary Charges to Clients.* To the extent that time spent by the officers and employees of the Company rendering services hereunder is related to services rendered to a specific Client, a direct salary charge, computed as provided in Article 4, shall be made to such Client.

2 *Apportioned Direct Salary Charges to Clients.* To the extent that the time spent by such officers and employees is related to services rendered to the Clients generally, or to any specified group of the Clients, a direct salary charge, computed as provided in Article 4, shall be made to the Clients generally, or to such specified group of the Clients, and allocated to each such Client using an allocation method as set forth on Exhibit A hereto.

3 *Direct Salary Charges for Services to the Company.* To the extent that time spent by any officer or employee of the Company is related to services rendered to the Company, a direct salary charge computed as provided in Article 4 shall be allocated among the Clients in the same proportions which the direct salary charges to such Clients made pursuant to Sections 1 and 2 of this Article III, for services of officers and employees, bear to the aggregate of such direct salary charges.

4 *Apportionment of Employee Benefits.* The employee benefit expenses that are related to direct salary charges made pursuant to sub-paragraphs (1), (2) and (3) of Article 3 shall be apportioned among the Clients, as applicable, in the proportions that the respective direct salary charges made pursuant to the rendering of such services to each such Client bear to the aggregate of such direct salary charges.

5 *Other Expenses.* All expenses, other than salaries and employee benefit expenses incurred by the Company in connection with services rendered to a specific Client shall be charged directly to such Client. All such expenses incurred by the Company in connection with services rendered to the Clients generally or to any specified group of Clients shall be apportioned in the manner set forth in Section 2 of this Article 3 for the apportionment of salary charges. All such expenses incurred by the Company in connection with services rendered to the

Company shall be apportioned in the manner set forth in Section 3 of this Article 3 for the apportionment of salary charges.

ARTICLE 4

COMPUTATION OF SALARY CHARGES

Direct Salary Charges The direct salary charge per hour which shall be made for the time of any officer or employee for services rendered in any calendar month shall be computed by dividing his total compensation for such month by the aggregate of (1) the number of scheduled working hours for which he was compensated, including hours paid for but not worked, and (2) hours worked in excess of his regular work schedule, whether or not compensated for.

*Exhibit A****DIRECT BILLING AND BASES OF ALLOCATION***

The Company will bill charges directly to a Client to the extent possible while any remaining costs are then allocated. When it is impractical or inappropriate to charge a Client directly, the Company allocates costs in accordance with the following Bases of Allocation which are filed annually with the FERC. The Company works cooperatively with department sponsors or project leaders through meetings and discussions to ensure costs are properly allocated to the Clients that will benefit from the service provided. Provided below are the Bases of Allocation for the Company, including a description of each basis and its numerator and denominator.

BASIS 1**GROSS FIXED ASSETS AND TOTAL OPERATING EXPENSES**

- Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's gross fixed assets to the total gross fixed assets of all benefited affiliates; the remaining 50% will be allocated on the basis of the relation of the affiliate's total operating expenses to the total operating expenses of all benefited affiliates. All companies may be included in this allocation.

BASIS 2**GROSS FIXED ASSETS**

- Charges will be allocated to each benefited affiliate on the basis of the relation of its total gross fixed assets to the sum of the total gross fixed assets of all benefited affiliates. All companies may be included in this allocation.

BASIS 3**NUMBER OF METERS SERVICED**

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of meters serviced to the total number of all meters serviced of the benefited affiliates. This allocation may only be used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 4

NUMBER OF ACCOUNTS PAYABLE INVOICES PROCESSED

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of accounts payable invoices processed (interface invoices excluded) to the total number of all accounts payable invoices processed of the benefited affiliates. All companies may be included in this allocation.

BASIS 7

GROSS DEPRECIABLE PROPERTY AND TOTAL OPERATING EXPENSE

- Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's total operating expenses to the total of all the benefited affiliates' total operating expense; the remaining 50% will be allocated on the basis of the relation of the affiliate's gross depreciable property to the gross depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 8

GROSS DEPRECIABLE PROPERTY

- Charges will be allocated to each benefited affiliate on the basis of the relation of its total depreciable property to the sum of the total depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 9

AUTOMOBILE UNITS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of automobile units to the total number of all automobile units of the benefited affiliates. All companies may be included in this allocation.

BASIS 10

NUMBER OF RETAIL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of retail customers to the total number of all retail customers of the benefited affiliates. All companies may be included in this allocation.

BASIS 11

NUMBER OF REGULAR EMPLOYEES

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of regular employees to the total number of all regular employees of the benefited affiliates. All companies may be included in this allocation.

BASIS 13

FIXED ALLOCATION

- Charges will be allocated to each benefited affiliate on the basis of fixed percentages on an individual project basis. All companies may be included in this allocation.

BASIS 14

NUMBER OF TRANSPORTATION CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Transportation Customers to the total of all Transportation Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 15

NUMBER OF COMMERCIAL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Commercial Customers to the total of all Commercial Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 16

NUMBER OF RESIDENTIAL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Residential Customers to the total of all Residential Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 17

NUMBER OF HIGH PRESSURE CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its High Pressure Customers to the total of all High Pressure Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

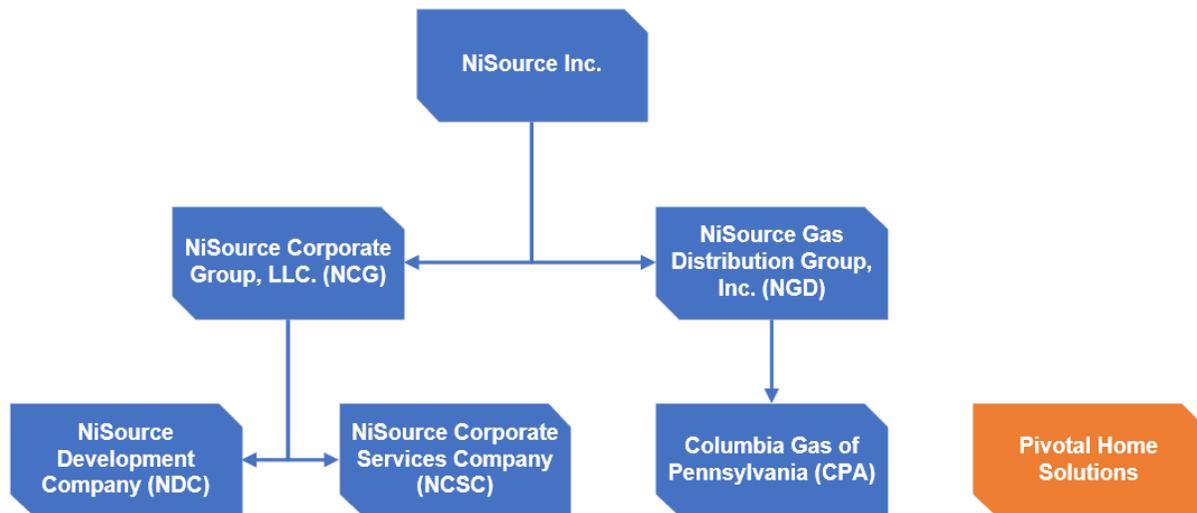
BASIS 20

SERVICE COMPANY BILLING (DIRECT AND ALLOCATED) COSTS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Service Corporation billing costs, in total or by functional group (e.g. IT, Legal, HR, Finance, Audit), to the corresponding total of all Service Company billing costs, (i.e. in total or by functional group). The calculation of Basis 20 will include only those billings for services provided to all NiSource affiliates, excluding Business Unit specific shared service functions (i.e. functions that serve only one particular Business Unit). All companies may be included in this allocation.

COLUMBIA GAS OF PENNSYLVANIA, INC.

The organization chart below depicts the relationship between the NiSource Inc. affiliates and Pivotal Home Solutions. Pivotal Home Solutions is not affiliated with NiSource Inc. or any of its affiliates.



Contact Us



Phone
Emergency Service 24/7
1-888-460-4332
For gas leaks or odors of gas

Customer Service
1-888-460-4332
7 a.m. - 7 p.m. Mon. - Fri.
8 a.m. - 12 p.m. Sat.
For bill questions or complaints
For hearing-impaired relay call 711.



Web
Make payments and access your account at ColumbiaGasPA.com



Mobile
Make payments and access your account at m.ColumbiaGasPA.com



Mail Payments
Columbia Gas of Pennsylvania
P.O. Box 742537
Cincinnati, OH 45274-2537



Authorized Payment Locations
Find locations online at ColumbiaGasPA.com

Account Profile

Customer Name:
XXXXX X XXXXX
XXXXX X XXXXX

Your Contact Information:
XXX XXXXXX XX
XXXXX XX XXXXX-XXXX

Type of Customer:
Residential
Optional Services Non-Utility

Account Number:
XXXXXXXX XXX XXX X

Is your contact information correct? Make all changes on the reverse side.

Account Summary

Previous Amount Due for Utility Service on 09/26/2018	\$25.45
Previous Amount Due for Optional Services Non-Utility on 09/26/2018	\$11.90
Payments Received for Utility Service by 09/12/2018 Thank You	-\$25.45
Payments Received for Optional Services Non-Utility by 09/12/2018 Thank You	-\$11.90
<hr/>	
Balance on 10/02/2018	\$0.00
Charges for Gas Service This Period	+ \$32.79
Current Charges for Optional Services Non-Utility	+ \$5.95
<hr/>	

Current Charges Due by 10/25/2018 \$38.74

- If paid after 10/25/18, a late payment charge of 1.25% may be applied to your utility balance.
- For more information regarding these charges, see the Detail Charges section.

Extended Budget Payment Plan

For a limited time, you can enroll in the Extended Budget Payment Plan and spread the cost of heating over a longer time! Just pay \$127.00 for your utility service, plus any charges for a security deposit, Optional Services, or fuel fund contribution, instead of the amount due this month. We'll review your budget amount periodically and may adjust it to keep you on track with your actual account balance.

Your Safety

In case of an emergency, such as odor of gas, carbon monoxide or fire:

1. Leave the area immediately.
2. Leave windows and doors in their positions and avoid doing anything that could cause a spark.
3. From a safe area, call **911** and Columbia Gas at **1-888-460-4332**.

Always Call 8-1-1 Before You Dig

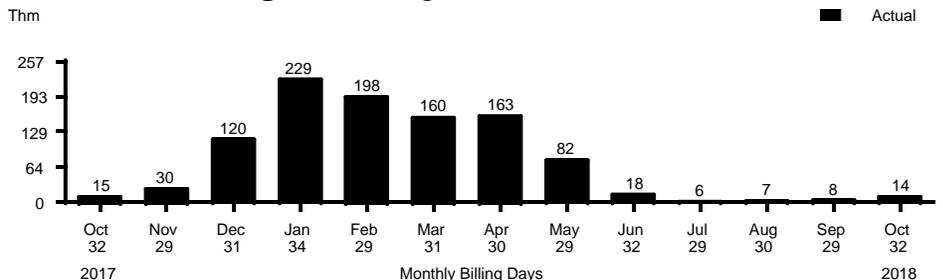
If you're planning a home or landscaping project, call PA One Call at 8-1-1 at least three business days before digging. A representative will mark the approximate location of underground utility lines for free.



Employee Identification

All of our employees and contractors carry photo identification. If someone claims to represent us, ask to see identification. Call the police if you see suspicious activity.

13 Month Usage History



13 Month Usage History continued on next page

▼ Please fold on the perforation below, detach and return with your payment.

XXXXX X XXXXX
XXXXX X XXXXX
XXX XXXXXX XX
XXXXX XX XXXXX-XXXX

Columbia Gas[®] of Pennsylvania
A NiSource Company
P.O. Box 742537
Cincinnati, OH 45274-2537

Web
ColumbiaGasPA.com

Mobile
m.ColumbiaGasPA.com

Phone
1-888-460-4332

Account Number: XXXXXXXX XXX XXX X
Amount Due by 10/25/2018: \$38.74

Amount Enclosed: \$

00022631 01 AV 0.375 1
AUTO**SCH 5-DIGIT 17331
XXXXX X XXXXX
XXXXX X XXXXX
XXX XXXXXX XX
XXXXX XX XXXXX-XXXX



Make check payable to:
COLUMBIA GAS
P.O. BOX 742537
CINCINNATI, OH 45274-2537



Helpful Definitions

Customer Charge is a flat charge to cover a portion of the cost of installing, maintaining and replacing Columbia Gas pipelines, meters and other equipment, as well as servicing your account.

Distribution Charges are the service charges for the delivery of natural gas to a retail customer from the point of receipt into the Columbia Gas distribution system.

Distribution System Improvement Charge (DSIC) is a monthly charge to recover a portion of Columbia Gas' distribution system infrastructure costs.

Estimated Readings are calculated based on your typical monthly usage rather than on an actual meter reading.

Gas Cost Adjustment is the amount billed or credited each month to account for the difference between Columbia's projected and actual gas supply costs.

Gas Supply Charges are the charges for basic natural gas supply service which is billed in therms.

Pass-through Charges are charges that Columbia Gas must pay to third parties for the ability to deliver natural gas to Columbia's system and universal service charges, as applicable.

Temperature Multiplier is applied to meter readings to determine actual consumption based on standard temperature and pressure conditions.

Therm (thm) is equal to 100,000 BTUs and is used to measure your gas usage.

Therm Multiplier is applied to meter readings to convert the volumetric meter reading into therms for billing.

Legal Information

Public Utility Commission

The Pennsylvania Public Utility Commission (PUC) is the state regulatory agency that provides oversight, policy guidance, and direction of distribution prices and services from Columbia Gas of Pennsylvania and suppliers.

Rate Schedule

Copies of rate schedules are available for inspection upon request. Call 1-888-460-4332 for an explanation of charges and how to verify the accuracy of a bill.

Bankruptcy Notices

Mail to Columbia Gas of Pennsylvania, Revenue Recovery, PO Box 117, Columbus, OH 43216.

Other Correspondence (except payments)

Mail to Columbia Gas of Pennsylvania, P.O. Box 2318, Columbus, OH 43216-2318 or contact us at ColumbiaGasPA.com.

Change Contact Information

By providing Columbia Gas a telephone number, it enables us to call you about your utility service, future service appointments and other important information pertaining to your account and you're agreeing to receive autodialed and prerecorded voice calls. Please notify us if you wish to opt out or if you no longer use this number. Thank you in advance.

Address	
City	
State	Zip Code
Phone Number	
Add or Edit Email	

13 Month Usage History

Meter Number:

XXXXXX

Service Address:

XXX XXXXXX XX

XXXXXX XX XXXXX-XXXX

Meter Readings - 32 Billing Days

Actual Reading on 10/ 2	7926
Actual Reading on 8/31	7912

Gas Used (Ccf)	14
Temperature Multiplier	X 0.9848

Total Gas Used (Ccf)	14
Therm Multiplier	X 1.0332

Total Therms Used (thm)	14
--------------------------------	-----------

Usage Comparison - Thm

Month	Thm	Avg Temp	Thm	Per Day
Oct 17	15	67.7 °		0.5
Sep 18	8	76.0 °		0.3
Oct 18	14	69.8°		0.4

Your Average Monthly Usage = 86 thm.

Your Total Annual Usage = 1035 thm.

Your next meter reading date is

10/ 31/ 2018.

Detail Charges

Rate Schedule RSS

Gas Supply Charges 13 thm at \$0.28291 per thm	\$3.67
Gas Supply Charges 1 thm at \$0.29573 per thm	\$0.29
Gas Cost Adjustment 13 thm at -\$0.00525 per thm	-\$0.06
Gas Cost Adjustment 1 thm at -\$0.00760 per thm	\$0.00

Supply

	+\$3.90
Customer Charge	\$16.75
Distribution Charges 14 thm at \$0.55316 per thm	\$7.74
Pass-through Charges 13 thm at \$0.21711 per thm	\$2.82
Pass-through Charges 1 thm at \$0.20949 per thm	\$0.21
Distribution System Improvement Charge (DSIC)	\$0.82
Weather Normalization Adjustment	\$0.55

Delivery

	+\$28.89
--	-----------------

Total Current Utility Charges

\$32.79

- Your distribution charges have been adjusted to reduce the impact of warmer than normal weather.
- Your bill includes \$0.32 in state taxes, not including sales tax.
- Effective October 1, 2018 the DSIC rate has increased from 1.52% to 3.28%.

Columbia Gas of Pennsylvania Price to Compare per therm \$0.31797

The Price to Compare is the price to use when comparing Columbia's gas cost to gas supply prices offered by other natural gas suppliers in the CHOICE program. This price may change in January, April, July and October each year.

Dollar Energy Fund

The Dollar Energy Fund, Columbia Gas of Pennsylvania's fuel fund program, is a fund of last resort for households who have exhausted all other sources of assistance and still have trouble paying their heating bills. The fund is administered by The Dollar Energy Fund and is supported through donations from Columbia Gas customers and matching contributions from Columbia Gas.

* Your donation is tax-deductible.

Monthly Contribution

\$10	\$5	\$1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\$

One-Time Contribution

\$

Optional Services Non-Utility Charges

These charges are service plan fees which are provided to you by the third party service provider(s) referenced below. The third party service provider(s) is not affiliated with Columbia Gas. The charges appear on your utility bill per your request. Any questions about Optional Services should be directed to the service provider, not Columbia Gas. Optional Services are not regulated utility services and are not provided or guaranteed by Columbia Gas or its affiliates. Your participation in a service plan in no way affects the utility service you receive from Columbia Gas. These service plans are intended for homeowners. Failure to pay Optional Service charges will not result in the interruption or termination of your utility service by Columbia Gas.

Columbia Service Partners
CSP Service Plans (CSP Tel. X-XXX-XXX-XXXX) \$5.99

Current Optional Services Non-Utility Charges \$5.99



Residential Customer Agreement ("Agreement")

IMPORTANT:

This Agreement contains the terms and conditions for all service plans available. **Please see Your Letter for a list of Your enrolled coverages. Please review the general sections that apply to all service plans, as well as sections that apply to the specific service plan You are enrolled in, to ensure that You understand each provision. Only the general sections and the sections specific to Your coverage(s) apply.**

THIS AGREEMENT MAY AFFECT YOUR RIGHTS. PLEASE REVIEW IT

CAREFULLY. In particular, please review the arbitration agreement set forth in Section 17 below. It requires You to resolve any disputes with the Company regarding Your Plan(s) through individual arbitration or small claims court. You will not be allowed to resolve any disputes with the Company about Your Plan(s) through a jury trial or a class action.

1. Agreement Definitions

Throughout this document, when capitalized, certain words and phrases are defined as follows:

Agreement means this document and the Letter. It describes the terms, conditions, and exclusions (i.e., losses not covered under Your Plan) that apply.

Annual Limit(s) means the maximum amount of coverage per annual term as specified in Section 5 and 6 below.

Authorized Servicers means an authorized contractor from Company's network of approved service contractors, as provided to You by Company.

Blockage or Clog means an obstruction in the Outside Sewer Line that makes the movement or flow of wastewater difficult or impossible. A clog or blockage is not merely the Drainage System in Your home running slowly, but rather must be significant enough to prevent wastewater from passing through the Outside Sewer Line.

Call Back means service that is needed to get Your Covered Product operational and that is related to a repair performed under this Agreement within 30 days of the original covered repair.

Commencement Date means the commencement date listed on the Letter.

Company means Pivotal Home Solutions LLC, An Oncourse Company, 1415 W Diehl Road, Suite 270, Naperville, IL 60563.

Covered Product means the products that are included in the Plan(s) You have selected for coverage under this Agreement, as indicated under the Plan(s) Enrolled section of the Letter.

Customer, You and Your refers to the party listed on the Letter as the Agreement holder.

Cash Value Payment (CVP) means a payment made directly to the Customer based on the value of a Covered Product. If the Plan selected includes Cash Value Payment (CVP) coverage, in Section 5 below, and the Covered Product fails as a result of an Excluded Part and You have been enrolled in the Plan for more than ninety (90) days, then You are entitled to a Cash Value Payment. The value will be calculated by discounting the Rolling Limit for the Covered Product by a fixed percentage for each year the Covered Product has been in service. The Company will set the fixed percentage for each Covered Product based on its expected useful life. Customers that receive the CVP are not eligible for a refund or any additional service on the Covered Product. However, they may apply the coverage to a different or new appliance. The CVP shall not exceed the maximum coverage for the Covered Product or Plan.

Deemed or Deem(s) means when Company or an Authorized Servicer determines that the Covered Product is not repairable or that the cost of such repairs exceeds 75% of the value of the Covered Product and Company elects not to repair the Covered Product and instead to reimburse an amount up to the applicable Incident and Annual Limits.

Demand means specific relief sought as identified in the Notice of Dispute.

Drainage System means Your permanent, inside drainage piping from a fixture or appliance's connection to the drainage piping to the point when the Drainage System intersects with Your residence's foundation or slab. A Drainage System does not include any fixtures or appliances, or any piping located in or under the home's foundation or slab.

Electrical Products means residential electronics, appliances, electrical systems, and other electrical devices whose replacement cost is greater than \$100.

Electrical Surge means a burst of excessive electricity on a circuit which can lead to the acceleration of the wear and tear on Electrical Products resulting in appliance, device or system failure and/or increased repairs and repair costs.

Fixtures means faucets and fixtures located inside of Your home, including kitchen faucets, bathroom faucets, shower and tub faucets, shower heads, tub and shower valves, tub diverters, angle stops, risers, and gate valves, toilet tanks, bowls and mechanisms, toilet wax ring seals, and bidets.

Incident Limit(s) means the maximum amount of coverage per service call as specified in Section 5 below.

Leak or Break means a break, tear, or rupture of an interior water line or Outside Water Line which occurs as a result of normal wear and tear or inherent defects in materials or craftsmanship.

Letter means the letter accompanying this Agreement that specifies Customer name, Service Address, plans enrolled, etc. The Letter contains important information, is an integral part of this Agreement, and is incorporated herein by reference.

Maintenance Coverage means a maintenance service on Covered Product(s) as defined in Section 8 below.

Multi-Unit means a premise that has more than 1 service address within the perimeter of the home or building.

Notice Address means Legal Department, Pivotal Home Solutions LLC, 1415 W Diehl Road, Suite 270, Naperville, IL 60563

Notice of Dispute means a written notice sent to the Notice Address by certified mail that describes the nature and basis of the claim or dispute and specific relief sought by a party who intends to seek arbitration.

Outside Electric Line means the overhead and underground lines from the connection with Your utility's electrical system to the exterior wall of Your home. It includes the following components: weather head, insulator, riser, meter base, meter boxes, service entrance conductors and permanent wiring to detached garages, sheds, outdoor fixtures, and pools. It does not include any components not specifically listed herein.

Outside Sewer Line means the portion of a single lateral sewer service line owned by You, that collects and conveys Your home's wastewater from the point the line exits the home at the foundation to the point of connection with Your septic system or sewer service provider. This Plan covers the portion of Your sewer line that is the most direct line between the exterior wall of Your home and wastewater collection system. The sewer line must have an adequate, properly sized, access point such as a clean out; no clean out will be installed by the Company. Outside Sewer Line does not include any portion of Your sewer line that runs into or under Your home's foundation or foundation slab or under neighboring properties not owned by You.

Outside Water Line means the portion of a single lateral water service line owned by You, that runs from the point of connection with Your water service provider to the point the line exits the home at the foundation, or a Leaking or broken well water line from the point of connection between the brass fitting and the pit less adaptor to the point the line exits the home at the foundation. Outside Water Line does not include any portion of Your water line that runs into or under Your home's foundation or foundation slab or under neighboring properties not owned by You. If the water line runs under neighboring properties not owned by You, the Plan only covers the portion located beneath property owned by You.

Plan(s) means the packages You have selected for coverage under this Agreement, as indicated under the Plan(s) Enrolled section of the Letter.

Qualified Service Provider means a licensed specialist involved in accessing or repairing damage to the product or system on a regular and ongoing basis.

Repair Coverage means coverage for parts and labor costs to repair a Covered Product for a breakdown resulting from defects in workmanship, damage due to normal wear and tear or a mechanical or electrical failure of any Covered Product located inside the confines of the main foundation of the home or garage (except for as indicated in Section 5 below), up to the Incident, Annual, and/or Rolling Limits identified in Section 5 and 6 below for such Covered Product.

Replacement Coverage means coverage to replace a Covered Product with a new comparable unit in the event that the Covered Product is Deemed, as specified in Section 3 below.

Rolling Limit(s) means the maximum amount of coverage per rolling twelve (12) month period as specified in Section 5 below.

Service Address means the service address identified on the Letter.

State Amendments means the changes to the terms and conditions of this Agreement as specified in Section 18 depending on the state in which Your Service Address is located. Please review Section 18 for any applicable changes based on Your state.

Supply System means Your permanent, inside piping from the point the line exits the foundation/slab inside the home up to the shut-off valve at each fixture and appliance or, if no shut-off valve is present, to the fixture or appliance supply line. A Supply System does not include any fixtures or appliances, or any piping located in or under the home's foundation or slab.

Unauthorized Servicers means servicers who are outside of Company's network of Authorized Servicers.

2. Coverage

Your enrollment under this Agreement only covers the Covered Products at the Service Address as specified herein. Your provider is Company. **COMPANY RESERVES THE RIGHT TO MODIFY ANY TERMS IN THIS AGREEMENT, INCLUDING PRICE, WITH PRIOR NOTICE TO YOU; PROVIDED HOWEVER, THAT THIS AGREEMENT MAY BE ASSIGNED BY COMPANY WITHOUT PRIOR NOTICE TO YOU, AND SUCH ASSIGNMENT SHALL NOT CONSTITUTE A CHANGE IN THE TERMS OF THIS AGREEMENT.**

3. To Obtain Service on Covered Products

This Agreement covers all available Plans. **Some of the Plans described in this Agreement may not be available in all areas the Company serves.** This Section details the process to obtain service for a Covered Product as described in Section 5 below. For details on the claims process for damage to an Electrical Product due to an Electrical Surge please see Section 6. For details on the claims process for reimbursement for a covered roof leak repair please see Section 7.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. Coverage is for owned or rented residential-use property, not commercial property or residential property converted into or utilized as a business or commercial property. If this is a rental property, as a renter You have done Your due diligence to ensure You are authorized to make repairs to the rented property. By permitting the Customer to enroll in a Plan, the Company does not make any express or implied warranties concerning the Customer's existing equipment or conditions. The Company may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the Company also reserves the right to deny reinstatement in a Plan.

If the Service Address has more than one appliance of a particular type, (e.g., two refrigerators) and only one Plan covering that type of appliance, the Plan will only include Repair, Replacement and/or Maintenance Coverage to the first appliance that requires service, including any renewal terms, hereunder. Repair and/or Replacement Coverage limits shall be those limits in effect at the time You notify Company of a breakdown of the Covered Product.

Some Plans include service call fees, please see the Letter for any applicable service fees for Your Plans. In these cases, the Customer is responsible for paying these fees directly to the Authorized Servicer prior to service being performed. In the unlikely event that a Call Back is needed the service call fee for that Call Back may be waived.

You must call Company at the toll-free number listed on the Letter prior to having service and to request service. You must notify Company of a breakdown of a Covered Product as soon as the problem is discovered. Notice of any malfunction must be given to Company prior to the expiration of this Agreement. All service must be authorized in advance. You must utilize an Authorized Servicer. **Company will not reimburse You for work done by Unauthorized Servicers or for services performed without Company's prior authorization.** Unauthorized repairs may void this Agreement. Company has the sole and absolute right to select the Authorized Servicer to perform the service. Normal business hours for service are Monday through Friday, from 8 a.m. to 5 p.m. local time. Repairs may be performed outside of normal business hours and on holidays at Company's sole discretion, but such repairs will be charged at a higher labor rate, possibly exhausting Your Incident, Annual and/or Rolling Limit sooner than repairs performed during normal business hours. The Customer is required to provide Authorized Servicer with safe and reasonable access to all appliances, systems and lines (inside and/or outside). Service may be denied until safe and reasonable access is provided by Customer. Company will provide the Authorized Servicer with Your name and telephone number and the Authorized Servicer will contact You directly to set up an appointment to make a service call. If You would prefer to call the Authorized Servicer directly, Company will provide the Authorized Servicer's contact information to You upon request. Service will be provided at Your Service Address only, but a Covered Product or part thereof may need to be removed from the premises for repair or replacement. If removal is required, the expense of removal and reinstallation will be covered by this Agreement, subject to the applicable Incident, Rolling and/ or Annual Limits. **COMPATIBLE OR SUBSTITUTE MANUFACTURER'S PARTS MAY BE USED FOR REPAIR OF THE COVERED PRODUCT IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY.** In situations where Company informs You that an Authorized Servicer is not available, You may be authorized for repairs done as a "Customer Reimbursement". This means You will pay for repairs and submit the invoice to Company for reimbursement and may be reimbursed the cost of covered repairs up to Your Plan Limits. Your Agreement must be active, and You must be current on all payments in order to receive such Customer Reimbursement under the terms of this Agreement.

If the Plan selected includes Cash Value Payment (CVP) coverage, in Section 5 below, and the Covered Product fails as a result of an Excluded Part and You have been enrolled in the Plan for more than ninety (90) days, then You are entitled to a Cash Value Payment.

If the Plan selected includes Replacement Coverage in Section 5 below, then Company has the sole right to determine, according to the terms of this Agreement, whether a Covered Product will be repaired or Deemed. In the event that Company or an Authorized Servicer Deems a Covered Product irreparable this shall be noted on the work order from Company or the Authorized Servicer, and You must replace such Covered Product with a new comparable unit based on operating features and submit Your proof of Your payment for the new covered product, invoice Deeming the Covered Product, along with **ALL** other required documentation, to Company within one (1) year of the date on which such Covered Product is Deemed for Company approval in order to receive Your reimbursement (up to applicable Incident and Annual Limits) under this Agreement. Such Incident and Annual Limits shall be those limits in effect at the time the Covered Product is Deemed and shall not include any installation, shipping, handling, or delivery costs. Your Agreement must be active and You must be current on all payments in order to receive reimbursement under the terms of this Agreement. Company may set-off against any reimbursement payable pursuant to this section any and all amounts due from You under this Agreement.

4. Term of Coverage

Except for Gas Line Plans in Section 5.10, coverage under this Agreement begins thirty (30) days from the Commencement Date. For enrollment in Gas

Line Plans in Section 5.10, Your coverage begins on the Commencement Date. **THIS AGREEMENT IS FOR A TERM OF 12 MONTHS AND WILL CONTINUE TO RENEW FOR LIKE TERMS UNLESS CANCELLED THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT AGREEMENT TERM OR THE COVERAGE IS CANCELLED AS DESCRIBED BELOW. IN THE EVENT THAT YOU DO NOT NOTIFY THE COMPANY OF YOUR INTENTION TO DISCONTINUE THIS AGREEMENT, YOU WILL BE AUTOMATICALLY RENEWED FOR ANOTHER TWELVE (12) MONTH TERM. YOU AGREE THAT ANY PROVISIONS REQUIRED BY LAW TO BE CONTAINED HEREIN FOR RENEWAL PURPOSES ARE DEEMED INCORPORATED HEREIN AND COMPANY AGREES TO PROVIDE A COPY OF ANY SUCH PROVISIONS ON REQUEST.** Each twelve (12) month period will be treated as a separate Agreement term.

5. Covered Products

This Agreement covers parts and labor costs resulting from defects in workmanship, damage due to normal wear and tear or a mechanical or electrical failure of any Covered Product located inside the confines of the main foundation of the home or garage (except for as indicated below), up to the Incident, Annual and Rolling Limits identified below for such Covered Product. The following items labeled "Included" are covered under this Agreement except; certain standard exclusions and limitations of liability apply to all Covered Products (see Section 13 and 14). Items labeled "Excluded" below are not covered under this Agreement. The Incident, Annual, and Rolling Limits for each Covered Product are noted below. **Please note: this Agreement covers only one of each Covered Product listed below (any additional units that You would like coverage for must be added separately to this Agreement at an additional cost).**

5.1 Heating

Heating Repair

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,300 total for Repair Coverage and/or Replacement Coverage

INCLUDED: Primary gas, oil, electric or propane furnace/boiler if main source of heat to the home. One (1) thermostat for furnace and Two (2) thermostat, Two (2) zone valves, backflow preventer and two (2) pumps on a boiler. All components and parts, except:

EXCLUDED: Exclusions include, but are not limited to; Forced air zoning – Relay Pumps – Baseboard casings – Fuel storage tanks – Portable units – Solar heating systems – Fireplaces and key valves – Filters – Electronic air cleaners – Registers – Grills – Clocks – Timers – Heat lamps – Humidifiers – Flues and vents including piping – Insulation – Panels – Trim – Commercial grade equipment – Improperly sized heating systems – Chimneys – Grain, pellet, coal or wood heating units (even if only source of heating) – Cable heat – Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications – Improper use of metering devices – Window units – Adding insulation – Dehumidifiers – Heating system/unit and built-in wall unit for garage use only – External Condensate pumps – Electronic, computerized, and manual systems management and zone controllers – Cost for crane rentals – Air separator/scoop/Spiral Vents – Boiler piping/valves – Gas piping/ valves– Venting (plastic or metal) – Radiators – Bleeding – Rooftop units – Radiator valves/vents flow control/check valves – Cabinet doors – Insulating panels – Exterior high/low wiring – Draft diverter – Boiler sections – Flushing – Duct Work – Space Heaters –Water Funnels – Gas appliances rated at inputs of 400,000 BTU/hr or more — Switch Service – Air handler – Zone valves used for domestic hot water – Conditions that arise from Soot – Fan assisted motor and assembly – Pressure test, air flapper and gas flapper maintenance needed prior to a Lennox Pulse repair

Heating Basic

Rolling Limit: up to \$2,300 Repair Coverage

INCLUDED: The Plan covers parts and labor included in Heating Repair.

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under Heating Repair, Unit Replacement and Heat Exchanger

Heating Basic with Fee

Rolling Limit: up to \$2,300 Repair Coverage – This plan includes a service call fee of \$25 per service call during normal business hours and \$75 per service call after normal business hours, weekends and holidays.

INCLUDED: The Plan covers parts and labor included in Heating Repair.

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under Heating Basic.

Heating Premium

Rolling Limit: up to \$2,750 Repair Coverage and/or Cash Value Payment (CVP)

INCLUDED: The Plan covers parts and labor included in Heating Repair.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Heating Basic.

Heating Protection Plan

Incident Limit: up to \$1,750 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$3,500 total for Repair Coverage and/or Replacement Coverage

INCLUDED: The Plan covers part and labor included in Heating Repair coverage except:

EXCLUDED: Exclusions include but are not limited to, the exclusions listed in Heating Repair.

Space Heater

Rolling Limit: up to \$1,500 Repair Coverage.

INCLUDED: The Plan covers the following parts and labor for one space heater if main source of heat to home including: Gas Valve – Pilot assembly – Thermocouple – Pilot Pile Generator – Ignition Control – Blower Motor – Thermostat

EXCLUDED: Exclusions include, but are not limited to; Missing parts – Filters – External Wiring – Commercial Grade Equipment

5.2. Cooling

Cooling Repair

Incident Limit: up to \$600 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,400 total for Repair Coverage and/or Replacement Coverage

INCLUDED: Primary central cooling system and ducted electric central air conditioning, blower motor located in the furnace (furnace must be in good working condition) if necessary for proper operation of the cooling system or heat pump if main source of cooling to the home including air handler and the air handler's internal electric heat components. All components and parts, except:

EXCLUDED: Exclusions include, but are not limited to; System repairs that require refrigerant R-22 or similar unavailable coolant, or has non-compliant components or refrigerant conversions – Gas air conditioning systems – Condenser casings – Registers and grills – Filters – Electronic air cleaners – Window units – Non-ducted wall units – Water towers – Humidifiers – Roof jack pads or stands – Swamp Coolers – Evaporative cooler pads – Flues – Vents – Improperly sized air conditioning unit – Commercial grade equipment – Chillers, chiller components, and water lines – Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications – Improper use of metering devices – Cost for crane rentals – Electronic, computerized, and manual systems management and zone controllers – Air conditioning system/unit and built-in wall unit for garage use only – External/Condensate pumps – Electric Disconnect – Whip – Duct Work

– Rooftop units/commercial units/package units – Systems exceeding five (5) ton capacity – detached alternative heat source that supports heat pump(such as furnace/boiler) – Armaflex Insulation – Balancing System – Auxiliary Wet/Float switches – Geothermal heat pumps – Natural gas powered cooling equipment (including ammonia) – External breakers and fuses – Line set replacements – Drop-in refrigerants – Locking Schrader caps

Cooling Basic

Rolling Limit: up to \$1,500 Repair Coverage

INCLUDED: The Plan covers parts and labor included in Cooling Repair

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Cooling Repair, Unit Replacement, Compressor; condenser and evaporator coil.

Cooling Protection Plan

Incident Limit: up to \$1,750 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$3,500 total for Repair Coverage and/or Replacement Coverage

INCLUDED: The Plan covers part and labor included in Cooling Repair coverage except:

EXCLUDED: Exclusions include but are not limited to, the exclusions listed in Cooling Repair.

Cooling Premium

Rolling Limit: up to \$2,500 total in Repair Coverage and/or Cash Value Payment (CVP)

INCLUDED: The Plan covers parts and labor included in Cooling Repair

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under Cooling Basic

5.3 Heat Pump Heat Pump Repair

Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage

INCLUDED: The Plan covers parts and labor included in Cooling Repair.

EXCLUDED: Exclusions include but are not limited to the exclusions in Cooling Repair.

Heat Pump Basic

Rolling Limit: up to \$2,000 Repair Coverage

INCLUDED: The Plan covers parts and labor included in Cooling Basic and Heating Basic.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Cooling Basic and Heating Basic.

5.4 Water Heater Water Heater Repair

Incident Limit: up to \$450 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage

INCLUDED: Water heaters inside the home that are Gas, Tankless, Hybrid, Electric, or Oil. Water heaters outside the home must be designed for outside use in order to be covered. All components and parts, including circulating pumps, except:

EXCLUDED: Exclusions include, but are not limited to; Solar water heaters – Solar components – Fuel, holding or storage tanks – Energy management systems – Flues and vents – Commercial grade equipment – Drain pans and drain lines – Instant hold/cold water dispenser – Tank jackets – Dampers – Electrical and gas feed to the unit – Anode rod – Expansion tanks – Dip tube – Systems less than 30 gallons or exceeding 75 gallons – Backflow valves – Mixing Valves – Water heaters used for radiant heat – System booster pump

– Flushing – Tankless coil water heater heating system – Repairs needed due to freezing or water damage – Outside water heaters not designed for outdoor use or lacking proper enclosures – Water piping outside the home is not covered – Gas fittings including flex connectors outside of the home

Water Heater Basic

Rolling Limit: up to \$600 Repair Coverage

INCLUDED: The Plan covers parts and labor included in Water Heat Repair.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Water Heater Repair and Water heater tank.

Water Heater Premium

Rolling Limit: up to \$1,000 total in Repair Coverage and/or Cash Value Payment (CVP)

INCLUDED: The Plan covers parts and labor included in Water Heat Repair.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Water Heater Repair and Water heater tank.

5.5 Laundry Room Repair

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage

Clothes Washer

INCLUDED: All non-functioning components, parts, and hardware except

EXCLUDED: Exclusions include, but are not limited to; Plastic mini-tubs – Filter screens – Damage to clothing – Drawers – Missing Parts – Coin operated units – Multi-media or WiFi enabled mechanisms

Clothes Dryer

INCLUDED: All non-functioning components, parts, and hardware except

EXCLUDED: Exclusions include, but are not limited to; Venting – Damage to clothing – Racks – Drawers – Dryer cabinet odor/humidity center, hangers, shelves, rods, hooks, and cabinet liner – Missing Parts – Coin operated units – Multi-media or WiFi enabled mechanisms– Exhaust system

5.6 Kitchen Essentials

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage;

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage

Refrigerator

INCLUDED: All non-functioning components, parts and hardware, including integral freezer unit, ice maker and ice and water dispenser, except:

EXCLUDED: Exclusions include, but are not limited to; Exclusions include, but are not limited to; Racks – Shelves – Water lines and valves located outside of unit – Interior thermal shells/ insulation – Freezers which are not a built-in unit or an integral part of the refrigerator – Food spoilage – Multi-media or WiFi enabled mechanisms– Wine chillers – Filters – Lighting and handles – Mini Refrigerator – Missing Parts – Drawers

Range or Wall Oven/Cooktop

INCLUDED: All non-functioning components, parts, and hardware except

EXCLUDED: Exclusions include, but are not limited to; Clocks (unless they affect the cooking function of the oven) – Meat probe assemblies – Rotisseries – Racks – Lighting and Handles – Missing Parts – Exhaust system – Multi-media or WiFi enabled mechanisms

5.7 ApplianceCare Basic

Rolling Limit: up to \$500 in Repair Coverage per appliance, subject to an overall household limit of \$1,000 in Repair Coverage for all appliances – This plan includes a service call fee of \$15 per service call during normal business hours and \$45 per service call after normal business hours, weekends and holidays.

INCLUDED: The Plan covers parts and labor for up to five kitchen and laundry appliances – Refrigerator; Range or Wall Oven/Cooktop; Dishwasher; Clothes washer; and Clothes dryer.

EXCLUDED: Exclusions include, but are not limited to; Hardware including cabinets – Trim wheel – Non-operational components that are not electrical or mechanical – Charges for disconnection and reinstallation of unit – Accessories – Consumable items – Peripheral equipment – Scratching – Denting – Rust – Corrosion – Scorching – Improper use of electrical source or replacement of fuses (except thermal fuses – Delivery, unpacking, removal or reinstallation of unit – Ice makers/water dispensers

5.8 ApplianceCare Plus

Rolling Limit: up to \$500 in Repair Coverage per appliance, subject to an overall household limit of \$1,000 in Repair Coverage for all appliances. – This plan includes a service call fee of \$15 per service call during normal business hours and \$45 per service call after normal business hours, weekends and holidays.

INCLUDED: The Plan covers parts and labor include in ApplianceCare Basic; Cooling Basic; Inside Line – Electric Basic; and Inside Water/Drain Line.

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under ApplianceCare Basic; Cooling Basic; Inside Line – Electric Basic; and Inside Water/Drain Line.

5.9 Essentials Plan

This plan includes a service call fee of \$150 per service call.

INCLUDED: The Plan covers parts and labor include in Cooling Premium; Heating Premium; ApplianceCare Basic.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Cooling Premium; Heating Premium; ApplianceCare Basic.

5.10 Gas Line Gas Line Protection

Annual Limit up to \$3,500 for Repair Coverage.

INCLUDED: The Plan covers parts and labor costs for repairs of leaks to interior gas pipes or connectors from the point after the meter resulting from defects in workmanship and/or materials or damage due to normal wear and tear, as well as repairs of leaks of gas piping to appliances located outside the home such as gas grills, lamp posts, pool heaters and detached garages. In addition, the Plan provides a reimbursement of up to \$250 for professional restoration costs such as painting, drywall, filling in holes necessitated by a covered repair, or landscape restoration. Before any repair will be made to any interior gas pipes or connectors, You must provide reasonable access to the gas pipe and/ or connectors to be repaired or replaced, including, without limitation, removal of any wall coverings, ceilings, and other fixtures and finishings. Upon request of not more than once annually, Company will also inspect exposed interior natural gas lines, appliance connectors shut off valves and certain other components of natural gas-powered appliances located inside the home. Additional conditions of service include: All covered gas piping must be 1/2 to 1-1/4-inch pipe of a type certified by the American Gas Association, National Fuel Gas Code or the National Fire Protection Association. It must be installed to meet local, state and federal codes and must satisfy both manufacturer and Gas utility requirements for safe and proper installation and be in operating condition. Examples of gas piping code violations which are not eligible for service include, but are not limited to, cast iron pipe, plastic pipe, or no gas shutoff valve located within six (6) feet from a gas appliance. Any damage caused, to expose or gain access to inaccessible interior gas piping, including restoration cost in excess of \$250, will be the responsibility of the customer (examples of customer restoration costs include, but are not limited to: plaster, drywall or ceiling repair).

EXCLUDED: Exclusions include, but are not limited to; Removal of items necessary to access the interior/exterior gas piping, including, but not limited to, appliances and furniture – Movement of the meter at the time of repair or replacement – Service to natural gas meter including connections – Repair or replacement of any gas appliances, B-valves, pilot tubes and incorrectly-sized gas piping – Service to any gas piping connecting to built-in stoves or

fireplaces - Repair or replacement of any devices or equipment utilized to regulate gas pressure – Lining of piping – Piping to Home Compressed Natural Gas (CNG) fill station and any internal and external components of the fill station – Piping to Hydrogen generators and any internal and external components of Hydrogen generator – Code upgrades to non-leaking lines.

Preferred Gas Line Protection

Annual Limit up to \$4,500 for Repair Coverage.

INCLUDED: The Plan covers parts and labor included in Gas Line Protection. In addition, the Plan provides a reimbursement of up to \$1,000 for professional restoration costs such as painting, drywall, filling in holes necessitated by a covered repair, or landscape restoration. Any damage caused to expose or gain access to inaccessible interior gas piping, including restoration cost in excess of \$1,000, will be the responsibility of the customer (examples of customer restoration costs include, but are not limited to: plaster, drywall or ceiling repair), except:

EXCLUDED: Exclusions include, but are not limited to; Removal of items necessary to access the interior/exterior gas piping, including, but not limited to, appliances and furniture – Movement of the meter at the time of repair or replacement – Service to natural gas meter including connections – Repair or replacement of any gas appliances, B-valves, pilot tubes and incorrectly-sized gas piping – Service to any gas piping connecting to built-in stoves or fireplaces - Repair or replacement of any devices or equipment utilized to regulate gas pressure – Lining of piping – Piping to Home Compressed Natural Gas (CNG) fill station and any internal and external components of the fill station – Piping to Hydrogen generators and any internal and external components of Hydrogen generator – Code upgrades to non-leaking lines.

Premium Gas Line Protection

Annual Limit up to \$8,000 for Repair Coverage.

INCLUDED: The Plan covers parts and labor included in Preferred Gas Line Protection Plan.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Preferred Gas Line Protection Plan.

Inside Line – Gas Basic

Rolling Limit up to \$2,000 in Repair Coverage

INCLUDED: The Plan covers parts and labor costs for repairs of leaks to interior gas pipes or connectors from the point after the meter resulting from defects in workmanship and/or materials or damage due to normal wear and tear. Before any repair will be made to any interior gas pipes or connectors, You must completely expose and provide reasonable access to the gas pipe and/or connectors to be repaired or replaced, including, without limitation, removal of any walls, wall coverings, ceilings, and other fixtures and finishings. The Plan covers gas lines from the outlet side of the gas meter or point of entrance into the home, whichever is further downstream, to the shutoff valve at each appliance located within the home, flexible connectors that attach appliances to valves, and the shutoff valves themselves. Gas piping must be 1/2- to 1 1/4-inch pipe of a type certified by the American Gas Association, National Fuel Gas Code, or the National Fire Protection Association.

EXCLUDED: Exclusions include, but are not limited to; Natural gas meters, including connections and regulators – The cost of replacing incorrectly sized piping systems – Multi-family homes sharing a single meter – Moving or updating a gas line which is not leaking to meet applicable codes, laws or ordinances, or because the repair, move or update was recommended by a municipality, manufacturer or gas company – Code upgrades to non-leaking lines

5.11 Inside Line – Electric

Electric Line Protection

Annual Limit up to \$2,500 for Repair Coverage

INCLUDED: The Plan covers parts and labor costs for repairs from panel distribution bus bar – Hard-wired items – General wiring – Fuse box – Circuit breaker panels – Switches – Receptacles – Doorbells – Thermostat wiring –

Intercom wiring – Outside wiring and GFI/GFCI's. Coverage is only available for Service Address with an electrical service entrance rated at or below 400 Amps.

EXCLUDED: Meter boxes – Lighting fixtures – Ceiling fans – Telephone wiring – Audio/video/ computer/intercom/alarm or security wiring or cable – Carbon monoxide alarms, detectors or related systems – Solar power systems and panels – Direct current (D.C.) wiring or components – Commercial grade equipment – Surge protectors – Any wiring or other electrical items located above 12 feet above ground level outside the perimeter of the principal dwelling and garage – Any loss due to water seepage along service cable line – Conditions of inadequate wiring capacity or overload – Ballast and starter – Low voltage electrical transformers, relays and switches – Low voltage landscape lighting - Smoke Detectors – Smart Home Systems – Carbon monoxide detectors or other related items – Rust & Corrosion – Opening walls, floors, ceilings, or digging ground to gain access – Sub Panels – Knob and tubing – Code upgrades to lines in service

Inside Line – Electric Basic

Rolling Limit up to \$2,000 for Repair Coverage

INCLUDED: The Plan covers repairs to electrical wiring inside the home. The Plan covers breaker panels; circuit breakers; doorbells; standard interior copper wiring; standard wall outlets including GFCI; standard wall switches and dimmers; and thermostats. Coverage is only available for Households with an electrical service entrance rated at or below 400 Amps.

EXCLUDED: Exclusions include, but are not limited to: Appliances connected to the electrical system such as lighting fixtures, ceiling fans, or security systems – The cost of replacing incorrectly sized wiring systems – Moving or updating an electrical line to meet code, law, ordinance, or because the repair, move or update was recommended by the municipal inspector, manufacturer or electric company – Rust – Sub Panels – Knob and tubing – Code upgrades to lines in service

Electric Line Basic fee

Rolling Limit up to \$2,000 for Repair Coverage – This plan includes a service call fee of \$25 per service call.

INCLUDED: The Plan covers repairs to electrical wiring inside the home. The Plan covers breaker panels; circuit breakers; doorbells; standard interior copper wiring; standard wall outlets including GFCI; standard wall switches and dimmers; and thermostats. Coverage is only available for Households with an electrical service entrance rated at or below 400 Amps.

EXCLUDED: Exclusions include, but are not limited to: Appliances connected to the electrical system such as lighting fixtures, ceiling fans, or security systems – The cost of replacing incorrectly sized wiring systems – Moving or updating an electrical line to meet code, law, ordinance, or because the repair, move or update was recommended by the municipal inspector, manufacturer or electric company – Rust – Sub Panels – Knob and tubing – Code upgrades to lines in service

Inside Line – Electric Premium

Rolling Limit up to \$3,000 for Repair Coverage

INCLUDED: The Plan covers parts and labor included in Inside Line – Electric Basic plus: meter box; riser; service entry cable; weatherhead; and wiring to detached garages and fixtures such as light posts and pool heaters for parts and labor outside Your home. In addition, the Plan provides up to \$100 reimbursement for fixture installation (if required in conjunction with a covered repair) and an additional reimbursement of up to \$250 for restoration costs such as painting and drywall after covered repairs are completed per rolling 12-month period.

EXCLUDED: Exclusions include, but are not limited to: Appliances connected to the electrical system such as lighting fixtures, ceiling fans, or security systems – The cost of replacing incorrectly sized wiring systems – Moving or updating an electrical line to meet code, law, ordinance, or because the repair, move or update was recommended by the municipal inspector, manufacturer or electric company – Rust – Sub Panels – Knob and tubing – Code upgrades to lines in service

5.12 Inside Line Value Package Basic

INCLUDED: The Plan provides service described under the following Plans: Inside Line – Gas Basic and Inside Line – Electric Basic (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Inside Line – Gas Basic and Inside Line – Electric Basic.

5.13 Inside Line Value Package Plus

INCLUDED: The Plan provides service described under the following Plans: Inside Line Value Package Basic and Inside Water/Drain Line (see individual Plan descriptions for details).

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Inside Line – Gas Basic, Inside Line – Electric Basic and Inside Line – Water Basic.

5.14 Value Line Protection

INCLUDED: The Plan provides service described under the following Plans: Gas Line Protection and Electric Line Protection (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Gas Line Protection and Electric Line Protection.

5.15 Preferred Value Line Protection

INCLUDED: The Plan provides service described under the following Plans: Gas Line Protection, Electric Line Protection and Plumbing Protection (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Gas Line Protection, Electric Line Protection and Plumbing Protection.

5.16 Premium Value Line Protection

INCLUDED: The Plan provides service described under the following Plans: Premium Gas Line Protection, Electric Line Protection and Complete Plumbing Protection (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Premium Gas Line Protection, Electric Line Protection and Complete Plumbing Protection.

5.17 TotalCare Basic

This plan includes a service call fee of \$15 per service call during normal business hours and \$45 per service call after normal business hours, weekends and holidays

INCLUDED: The Plan provides service described under the following Plans: Heating Basic; Water Heater Basic; Cooling Basic, Inside Line – Electric Basic, Appliance Care Basic, Inside Water/Drain Line and Inside Line – Gas Basic (see individual Plan descriptions for details)

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Heating Basic; Water Heater Basic; Cooling Basic, Inside Line – Electric Basic, Appliance Care Basic, Inside Water/Drain Line and Inside Line – Gas Basic (see individual Plan descriptions for details).

5.18 Outside Electric Line Protection Annual Limit: Up to \$3,500 for Repair Coverage

INCLUDED: The Plan covers parts and labor costs for repairs to Your Outside Electric Line if it fails due to normal wear and usage.

EXCLUDED: Exclusions include, but are not limited to transformers, low voltage wiring, switches, fixtures, or generators – Any outside electric line powered by a non-public power source, including windmills, solar and generators – Repairing an A/C disconnect or electrical whip or disconnected fuses or breakers -- Repairing any openings made in walls, ceilings or surfaces inside Your home to access Your Outside Electric Line – Restoring any gardens, shrubs, trees or structures – Restoring any sidewalks,

driveways, roads or other paved surfaces that are not required by permit to be repaired – updating any working portion of Your Exterior Electric Line to meet code, law or ordinance requirements – Removing any items necessary to access Your Outside Electric Line, such as trees, structures, debris, trash, rocks or furnishings – Repairing any damage caused by disconnection of main power supply – Paying any costs caused by the failure of Your Outside Electric Line, including relocation costs, temporary housing costs, storage costs or costs of replacing spoiled food – Paying any damages associated with a failure of Your Outside Electric Line, including lost time, lost use of Your Home or its contents (including any spoiled food), or damages due to any special circumstances or conditions.

5.19 Complete Line Protection

INCLUDED: The Plan provides service described under the following Plans: Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Surge Protection \$2500; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Surge Protection \$2500; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

5.20 Premium Complete Line Protection

INCLUDED: The Plan provides service described under the following Plans: Premium Gas Line Protection, Electric Line Protection and Complete Plumbing Protection, Media Line Protection, Outside Water Line Protection – Unlimited, Outside Sewer Line Protection – Unlimited and Surge Protection \$2500 (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Premium Gas Line Protection, Electric Line Protection, Complete Plumbing Protection, Media Line Protection, Outside Water Line Protection – Unlimited, Outside Sewer Line Protection – Unlimited and Surge Protection Plan.

5.21 Utility Line Protection

INCLUDED: The Plan provides service described under the following Plans: Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details).

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

5.22 Media Line Protection

Annual Limit up to \$2,000 for Repair Coverage

INCLUDED: The Plan covers parts and labor costs for repairs of all fittings, splitters, outlets and other passive equipment for inside telephone wire and telephone jacks, inside cable wire and cable outlets, and inside Internet wire and Internet connections, doorbells, thermostat wiring, intercom wiring and is only available for Service Address with an electrical service entrance rated at or below 400 Amps

EXCLUDED: Exclusions include, but are not limited to; Complex wiring such as Structured Wiring Panels, as are commonly used in “Smart Homes” – Wiring that is connected to or inside a recreational vehicle including, but not limited to travel trailers, camper trailers and all similar vehicles – Outside drop wiring – Initial installation of service and the installation of new jacks, new wiring or rewiring – Rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for interior telephone, cable and Ethernet wiring, jacks, outlets and connections – Installation of additional wire beyond that which is required to be repaired to reestablish the functions of the products covered by this Agreement – Repair or replacement of customer and

third party owned equipment, including but not limited to, telephones, fax machines, answering machines, televisions, DVD players, home theatre systems, cable boxes, gaming systems, security systems, modems and computers – Running additional wiring through the walls, or “wall fishing” (wiring may be rerouted along baseboards and other locations to avoid replacement or repair of dry wall, plaster or other materials)

5.23 Outside Water Line & Outside Sewer Line Protection

Customer Responsibilities:

- If You suspect there is a Leak or Break to Your Outside Water Line or Clog or Blockage to Your Outside Sewer Line, You must contact us via the toll-free customer service number provided to request service.
- You will not, unless at Your own expense, engage a contractor or otherwise incur costs to repair Your Outside Water Line or Outside Sewer Line on our behalf.
- It is Your responsibility to disconnect any cold-water electrical grounds before repairs are made to Your Outside Water Line.
- It is Your responsibility to cooperate with us as necessary for us to provide covered repair service under the terms of this Agreement including, without limitation, Your promptly providing such additional information or documentation as requested from You.
- It is Your responsibility to secure permission (right-of-way) related to our gaining access to repair Your Outside Water Line or Outside Sewer Line that may pass through property that You do not own.
- It is Your responsibility to pay any conditional upfront fees as required by the Authorized Servicer before an excavation can begin in the event there is a reasonable probability that the service work may not be covered under the terms of Your Plan. In the event the service work is ultimately covered under the terms of Your Plan, such conditional upfront fees shall be refunded to You by the Authorized Servicer.

Outside Water Line Protection

Annual Limit up to \$6,000 for Repair Coverage for parts and labor and up to an additional \$4,000 for material and labor for public street cutting and repair and a reimbursement of up to an additional \$1,000 for material and labor for landscape restoration

INCLUDED: The Plan covers repair or replacement costs relating to providing service to repair Leaks or Breaks to Your Outside Water Line caused by normal wear and tear. In the event that (i) a leaking or broken Outside Water Line is in need of repair, (ii) such repair is covered under the Plan and (iii) Our Authorized Service Provider determines that the leaking or broken Outside Water Line is comprised of lead material, then We will replace the lead Outside Water Line. Our obligation is limited to the cost of authorized repairs or replacement for any covered Outside Water Line up to a maximum, aggregate limit of \$6,000 during each annual term of this Agreement. If a public sidewalk, public driveway, or public road is to be cut, excavated and repaired, this Agreement provides an additional limit of \$4,000 for a public sidewalk, public driveway or Road Opening. The cost of permits, if any, for the services performed under this Agreement shall be applied to Your Agreement coverage limits. An additional \$1,000 per annual term is reimbursable for landscape restoration for raking and seeding. This additional limit, if applicable, does not add any additional coverage to the basic \$6,000 limit to repair a Leak or Break of Your Outside Water Line.

EXCLUDED: Exclusions include, but are not limited to; Relocation of the meter at the time of the repair or replacement – Illegal or dual line connections – Any Clog or Blockage of Your Outside Water Line – Repairs of meter vaults – Pressure tank, pressure switch, storage tank, or any branch lines – Repairs to non-functional but non-leaking main shut-off valves – Movement of any working or non-leaking water lines, water meters or pipes – Removal of debris needed to access and repair Your Outside Water Line – Any system upgrades including but not limited to: installing meters, curb stop valves, expansion tanks and backflow devices – Updating non-leaking water lines or pipes to comply with code, law or ordinance requirements or changes thereto – Submersible pump – Electrical line that supplies power from the home to the submersible pump – Movement of buried wells to above ground – Well

equipment or well-related components – Water systems for sprinklers, pools, hot tubs and/or other outdoor systems – Service lines owned by the utility or connected to a commercial facility or multi-unit buildings – Shears of the Outside Water Line at the foundation – Replacing trees or shrubs or repairing private paved, asphalt and/or concrete surfaces or structures – Repairs to walls, ceilings or any surfaces inside Your home necessary for our service providers to access and repair Your Outside Water Line – Repairs to any interior pipes.

Outside Water Line Protection - Unlimited

Annual Limit: Unlimited Dollar Coverage for Covered Repairs for parts and labor and for material and labor for public street cutting and repair and a reimbursement of up to an additional \$1,000 for material and labor for landscape restoration

INCLUDED: The Plan covers parts and labor included in Outside Water Line Protection Plan.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Outside Water Line Protection Plan.

Outside Sewer Line Protection

Annual Limit up to \$6,000 for Repair Coverage for parts and labor and up to an additional \$4,000 for material and labor for public street cutting and repair and a reimbursement of up to an additional \$1,000 for material and labor for landscape restoration

INCLUDED: The Plan covers the repair or replacement costs relating to providing service to repair or clear Clogs, Blockages, and breaks in Your Outside Sewer Line caused by normal wear and tear. The Outside Sewer Line must have a clean out access point at least every 100 feet; no clean out will be installed by Company. Our obligation is limited to the cost of authorized repairs or replacement for any covered Outside Sewer Line up to a maximum, aggregate limit of \$6,000 during each annual term of this Agreement. If a public sidewalk, public driveway, or public road is to be cut, excavated and repaired, this Agreement provides an additional limit of \$4,000 for a public sidewalk, public driveway or road opening. Only expenses associated with cutting, excavation and otherwise repairing the affected portion of the public sidewalk, road opening or public driveway are paid under this separate limit. The cost of permits, if any, for the services performed under this Agreement shall be applied to Your Agreement coverage limits. An additional \$1,000 per annual term is reimbursable for landscape restoration for raking and seeding. This additional limit, if applicable, does not add any additional coverage to the basic \$6,000 limit to clear or repair a Clog or Blockage of Your Outside Sewer Line.

EXCLUDED: Exclusions include, but are not limited to; Common waste lines – Any damage to the inside of Your home, including personal property, due to the backup of Your Outside Sewer Line – Movement of any working or non-leaking sewer lines, sewer meters or pipes – Updating non-blocked Outside Sewer Lines to comply with code, law or ordinance requirements or changes thereto – Repairs or service to Outside Sewer Lines due to conditions that are not adversely affecting the flow of water, including, but not limited to, slight separations in pipe joints – Removal of debris needed to access and clear or repair a Blockage of Your Outside Sewer Line – Service to any Outside Sewer Line not connected to a public sewer system or the Customer's septic system, including leach fields – Floor drain – any Outside Sewer Line not owned by the Customer or damage related to the backup of sewers and drains caused by sewer main lines – Clogged or Blocked lift stations, pumps or any other mechanical devices connected to Your Outside Sewer Line – Any common waste branch line and any storm-water line connected to the Outside Sewer Line or the sewer main line – Removal of obstacles necessary to access the Outside Sewer Line – Damage to the Outside Sewer Line that is caused, directly or indirectly, by the Customer, a third party, or a natural disaster – Service lines owned by the municipality/utility or connected to a commercial facility or multi-unit buildings – Outside Sewer Line shear offs- Belly/sag in line – Replacing trees or shrubs or repairing private paved, asphalt and/or concrete surfaces or structures – Grinding pumps – Any system upgrades including but not limited to: municipal code changes, installing clean out, pipe linings, expansion tanks and backflow devices.

Outside Sewer Line Protection - Unlimited

Annual Limit: Unlimited Dollar Coverage for Covered Repairs for parts and labor and for material and labor for public street cutting and repair and a reimbursement of up to an additional \$1,000 for material and labor for landscape restoration

INCLUDED: The Plan covers parts and labor included in Outside Sewer Line Protection Plan.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under Outside Sewer Line Protection Plan.

Outside Water Line – Unlimited, Outside Sewer Line – Unlimited and Complete Plumbing Protection.

INCLUDED: The Plan provides service described under the following Plans: Outside Water Line Protection – Unlimited, Outside Sewer Line Protection – Unlimited and Complete Plumbing Protection (see individual Plan descriptions for details).

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the following Plans: Outside Water Line Protection – Unlimited, Outside Sewer Line Protection – Unlimited and Complete Plumbing Protection (see individual Plan descriptions for details).

5.24 Water Lines Inside Water/Drain Line

Rolling Limit up to \$1,000 for Repair Coverage

INCLUDED: The Plan covers parts and labor to repair Leaks to interior copper or plastic water piping and drain lines inside the home and after the meter and/or main shut off valve including P-trap, water, drainage, and heating pipes.

EXCLUDED: Exclusions include, but are not limited to: Any appliances or fixtures connected to water lines such as: valves, faucets, well pumps etc. – Cast iron or galvanized piping – Exterior or underground piping – Cost of fixing incorrectly sized piping systems – Basket strainer – Boiler components

Plumbing Protection

Annual Limit up to \$2,500 for Repair Coverage

INCLUDED: Leaks or Breaks in the water plumbing Supply System and Drainage System including shut off valves on fixtures.

EXCLUDED: Exclusions include, but are not limited to; Any costs or expenses other than those necessary to repair a Leak or Break in a covered Supply System or Drainage System – The costs of any restoration of openings made in walls, ceilings or surfaces inside or outside the home – Nonstandard materials – Meters or movement of any meter at the time of a Leak or Break, unless required by code – Any damage to the inside of Your home, including personal property, due to any Leak or Break – Water Line problems caused by abnormal conditions of use – Water Lines located inside a concrete slab or behind walls, in floor joists or any other space that is not readily accessible – Water Lines which exit Your home and extend to pools, pool heaters, outside lighting, appliances or other structures – Updates or upgrades that are not related to a current Leak or Break – Appliances and water connectors to appliances – Low pressure or clogs due to corrosion or any obstruction inside of a Water Line – Plumbing fixtures, including connectors to plumbing fixtures – Leaks or Breaks caused by freezing Water Lines due to items such as Your home not being adequately heated or insulated or having items connected to outside bibs which caused Water Line Leaks or Breaks – Household plumbing drain or waste lines including flood prevention devices – Pressure regulators – Holding or storage tanks, including well storage tanks – Saunas or steam rooms – Whirlpool motors and pumps – Instant cold/hot water dispensers – Leaks or Breaks arising out of a condition of mineral or chemical deposit – Water heater tanks – Boiler components, sections or radiators – Swamp cooler elements or water supplies – Humidifiers – Backflow prevention devices – Cracked or missing valve handles – Any portion of the Water Line that is the responsibility of the municipality or water supply company – Toilets – Inside/outside sprinkler system – Reduced Pressure Zone (RPZ) valve – Body sprayers – Filtration systems – Main shut off valves - Fixtures

Preferred Plumbing Protection

Annual Limit: up to \$2,500 for Repair Coverage

INCLUDED: Leaks or Breaks in the water plumbing Supply System and Drainage System including shut off valves on fixtures and the removal of clogs from the Drainage System, except:

EXCLUDED: Excludes everything listed as excluded under Plumbing Protection and additionally excludes Clog removal past the foundation and/or under the floor slab

Complete Plumbing Protection**Annual Limit: up to \$2,500 for Repair Coverage**

INCLUDED: Leaks or Breaks in the water plumbing Supply System and Drainage System including shut off valves on fixtures, repair or replacement of fixtures, removal of clogs from the Drainage System, except:

EXCLUDED: Excludes everything listed as excluded under Plumbing Protection and additionally excludes Clog removal past the foundation and/or under the floor slab

Clog Protection

Annual Limit: Up to \$2,250 for Repair Coverage INCLUDED: The removal of clogs from the Drainage System.

EXCLUDED: Excludes Clog removal past the foundation and/or under the floor slab.

Fixture & Clog Protection**Annual Limit: Up to \$2,000 for Repair Coverage**

INCLUDED: Repair or replacement of Fixtures and the removal of clogs from the Drainage System.

EXCLUDED: Excludes everything listed as excluded under Inside Premium Plumbing and additionally excludes Clog removal past the foundation and/or under the floor slab.

Fixture Protection

Annual Limit: Up to \$2,000 for Repair Coverage INCLUDED: Repair or replacement of Fixtures.

EXCLUDED: Excludes everything listed as excluded under Inside Premium Plumbing.

5.25 Gas and Water Line Protection**Annual Limit:****Gas Line: Up to \$3,500 for Repair Coverage**

Outside Water Line: Up to up to \$6,000 for Repair Coverage for parts and labor and up to an additional \$4,000 for material and labor for public street cutting and repair and a reimbursement of up to an additional \$1,000 for material and labor for landscape restoration

INCLUDED: The Plan includes the service described under the following Plans: Gas Line Protection and Outside Water Line Protection (see individual Plan descriptions for details), except

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Gas Line Protection and Outside Water Line Protection.

5.26 Complete Care Protection

INCLUDED: The Plan provides service described under the following Plans: Heating Repair; Cooling Repair, Water Heater Repair, Refrigerator, Range or Wall Oven/Cooktop, Clothes Washer, Clothes Dryer(see individual Plan descriptions for details), except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Heating Repair; Cooling Repair, Water Heater Repair, Refrigerator, Range or Wall Oven/Cooktop, Clothes Washer, Clothes Dryer see individual Plan descriptions for details)

5.27 Complete Home

INCLUDED: The Plan provides service described under the following Plans: Heating Repair; Cooling Repair, Water Heater Repair, Refrigerator, Range,

Clothes Washer, Clothes Dryer, Garbage Disposal, Dishwasher, Built-in Microwave, Garage Door Opener, Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details), except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Heating Repair; Cooling Repair, Water Heater Repair, Refrigerator, Range, Clothes Washer, Clothes Dryer, Garbage Disposal, Dishwasher, Built-in Microwave, Garage Door Opener, Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

5.28 Preferred Home

INCLUDED: The Plan provides service described under the following Plans: Heating Protection; Cooling Protection, Water Heater Repair, Refrigerator Repair, Range Repair, Clothes Washer Repair, Clothes Dryer Repair, Garbage Disposal Repair, Dishwasher Repair, Built-in Microwave Repair, Garage Door Opener Repair, Preferred Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Preferred Plumbing Protection and Media Line Protection (see individual Plan descriptions for details), except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Heating Protection; Cooling Protection, Water Heater Repair, Refrigerator Repair, Range Repair, Clothes Washer Repair, Clothes Dryer Repair, Garbage Disposal Repair, Dishwasher Repair, Built-in Microwave Repair, Garage Door Opener Repair, Preferred Gas Line Protection; Outside Sewer Line Protection; Outside Water Line Protection; Electric Line Protection, Preferred Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

5.29 Premium Home

INCLUDED: The Plan provides service described under the following Plans: Heating Repair, Cooling Repair, Water Heater Repair, Refrigerator Repair, Range Repair, Clothes Washer Repair, Clothes Dryer Repair, Garbage Disposal Repair, Dishwasher Repair, Built-in Microwave Repair, Garage Door Opener Repair, Premium Gas Line Protection; Outside Sewer Line Protection – Unlimited; Outside Water Line Protection – Unlimited; Electric Line Protection, Complete Plumbing Protection and Media Line Protection (see individual Plan descriptions for details), except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Heating Repair, Cooling Repair, Water Heater Repair, Refrigerator Repair, Range Repair, Clothes Washer Repair, Clothes Dryer Repair, Garbage Disposal Repair, Dishwasher Repair, Built-in Microwave Repair, Garage Door Opener Repair, Premium Gas Line Protection; Outside Sewer Line Protection – Unlimited; Outside Water Line Protection – Unlimited; Electric Line Protection, Complete Plumbing Protection and Media Line Protection (see individual Plan descriptions for details)

5.30 HHPP and/or APSP

These Plans are legacy products only and are no longer available for purchase. HHPP Comfort Plan

INCLUDED: The Plan covers the following parts and brands for one heating system gas burner up to 400,000 BTUs and its controls. Parts included are: Covered Items include aquastat – auto air vent – barometric damper – blower assembly (forced hot air) – blower motor – blower pulleys – burners – circulator – combustion chamber (excluding asbestos abatement) – diaphragm tank replacement – draft diverter – drain valves – electronic ignition – expansion tank draining – fan belt – fan control – flame sensor/switch – fuses – gas cock – gas pressure regulator – gas valve – gauge glass/washer/nuts – limit controls – low- water cutoff – pigtail – pilot – pilot tubing – power pile generator – power vent unit – pressure gauge switch – purge/bleed air-bound system – relays – relief valve – roll- out switch – standard heat-only thermostat – thermocouple – thermopile – transformer-vent connector – vent damper – vents (steam, return only) – zone valve heads.

EXCLUDED: Exclusions include, but are not limited to; Turn off/on of heater, burner, or pilot for customer convenience – Liability for damages to equipment and/or property due to control failure – Supplying of filters and servicing electronic air cleaners – Hot water tanks – Boiler sections – Heat exchangers – Air conditioning trouble calls, units or systems – Components relating to plumbing, electrical, chassis, glass, porcelain and sheet metal, except as specifically stated – Buderus, Glo-Core, Heatmaker, Hydro Pulse, Lennox Pulse, Lennox Conservationist, Lochinvar, Munchkin, Poloma Pac, Viessman and any ultra-high- efficiency wall hung boilers – Any outside heating system (i.e. rooftop, outside wall-mounted, etc.) – Dryer vent – Water heater anode and dip tube – Water leaks to system piping – Ultra vent, plexvent or any other high temperature plastic flue pipe – Air handlers that are not connected directly to heating equipment (this equipment is available for repair through contract for an additional charge of \$75 per unit) – Backflow preventers, pressure reducers and auto-feeds

HHPP Extended Plan

INCLUDED: The Plan provides service described under the HHPP Comfort Plan and Repair Coverage of one water heater. The Plan also includes an annual inspection of Your heating gas burner and its controls which will be performed once per annual term from March 1st until August 31st and during regular business hours (8AM – 4PM Monday through Friday and excluding holidays). You are responsible to contact the Company to schedule the inspection.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the HHPP Comfort Plan.

HHPP Deluxe Plan

INCLUDED: The Plan provides service described under the HHPP Extended Plan and Repair Coverages of one range and one clothes dryer.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the HHPP Comfort Plan.

HHPP Heating w/Inspection

INCLUDED: The Plan provides service described under the HHPP Comfort Plan. The Plan also includes an annual inspection of Your heating gas burner and its controls which will be performed once per annual term from March 1st until August 31st and during regular business hours (8AM – 4PM Monday through Friday and excluding holidays). You are responsible to contact the Company to schedule the inspection.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the HHPP Comfort Plan.

HHPP Water Heater w/Inspection

INCLUDED: The Plan provides Repair Coverage of one water heater. The Plan also includes an annual inspection of Your one water heater which will be performed once per annual term from March 1st until August 31st and during regular business hours (8AM – 4PM Monday through Friday and excluding holidays). You are responsible to contact the Company to schedule the inspection.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the HHPP Comfort Plan.

HHPP Heating

INCLUDED: The Plan provides service described under the HHPP Comfort Plan.

EXCLUDED: Exclusions include but are not limited to the exclusions and limitations listed under the HHPP Comfort Plan.

APSP Basic and APSP Basic Plus

INCLUDED: The Plan provides Repair Coverage of one water heater.

EXCLUDED: This Agreement does not cover equipment replacement including the hot water tank.

APSP Platinum and APSP Platinum Plus

INCLUDED: The Plan provides Repair Coverage of one primary gas, oil, electric or propane furnace/boiler if main source of heat to the home and one water heater.

EXCLUDED: This Agreement does not cover equipment replacement including the heat exchanger and the hot water tank.

APSP Platinum with Inspection and APSP Platinum Plus with Inspection

INCLUDED: The Plan provides Repair Coverage of one primary gas, oil, electric or propane furnace/boiler if main source of heat to the home and one water heater. The Plan also includes an annual inspection of Your one furnace and one water heater which will be performed once per annual term from March 1st until September 30th and during regular business hours (8AM – 4PM Monday through Friday and excluding holidays). You are responsible to contact the Company to schedule the inspection.

EXCLUDED: This Agreement does not cover equipment replacement including the heat exchanger and the hot water tank.

APSP Total Comfort

INCLUDED: The Plan provides Repair Coverage of one primary gas, oil, electric or propane furnace/boiler if main source of heat to the home.

EXCLUDED: This Agreement does not cover equipment replacement including the heat exchanger.

APSP Total Comfort with Inspection and APSP Comm Gold Plus with Inspection

INCLUDED: The Plan provides Repair Coverage of one primary gas, oil, electric or propane furnace/boiler if main source of heat to the home or up to 400,000 BTUs. The Plan also includes an annual inspection of Your one furnace which will be performed once per annual term from March 1st until September 30th and during regular business hours (8AM – 4PM Monday through Friday and excluding holidays). You are responsible to contact the Company to schedule the inspection.

EXCLUDED: This Agreement does not cover equipment replacement including the heat exchanger.

5.31 Dishwasher (Only available for purchase with other qualifying plans)

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies

INCLUDED: All non-functioning components, parts and hardware except:

EXCLUDED: Exclusions include, but are not limited to; Racks – Shelves – Water lines – Components – Missing Parts – Multi-media or WiFi enabled mechanisms

5.32 Built-in Microwave Oven (Only available for purchase with other qualifying plans)

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; Interior linings – Glass – Clocks (unless they affect the cooking function of the microwave) – Racks – Shelves – Portable or countertop units – Meat probe assemblies – Rotisseries – Lighting – Missing Parts – Arching – Exhaust system – Multi-media or WiFi enabled mechanisms

5.33 Garbage Disposal (Only available for purchase with other qualifying plans)

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; Problems and/or jams caused by bones and foreign objects other than food – Missing Parts

5.34 Freezer (Only available for purchase with other qualifying plans)

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; Racks – Shelves – Water lines and valve to ice maker – Interior thermal shells/insulation – Food spoilage – Multi-media or WiFi enabled mechanisms – mini freezer – Components – Filters – Lighting and handles – Missing Parts

5.35 Garage Door Opener (Only available for purchase with other qualifying plans)

Incident Limit: up to \$500 per incident Repair Coverage and/or Replacement Coverage

Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies

INCLUDED: All non-functioning components, parts, and hardware except:

EXCLUDED: Exclusions include, but are not limited to; Door or Door Panels – Remote – Tracks – Springs – Batteries – Lighting or Bulbs – Glass

5.36 Kitchen Protection Plan

INCLUDED: The Plan provides service described under the following Plans: Refrigerator, Range or Wall Oven/Cooktop, Dishwasher, Garbage Disposal and Built-in Microwave (see individual Plan descriptions for details), except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Refrigerator, Range or Wall Oven/Cooktop, Dishwasher, Garbage Disposal and Built-in Microwave (see individual Plan descriptions for details)

5.36 Essential Electronics Protection Plan, Electronics Protection Plan, Preferred Electronics Protection Plan & Complete Electronics Protection Plan

The Essential Electronics Protection Plan, Electronics Protection Plan, Preferred Electronics Protection Plan and the Complete Electronics Protection Plan are provided by a third-party underwriter under separate terms and conditions and Company is the billing administrator. Only Sections 1-4, 9-13 and 15-17 of this Agreement are applicable to Essential Electronics Protection Plan, Electronics Protection Plan, Preferred Electronics Protection Plan and Complete Electronics Protection Plan as between You and Company.

5.37 Essential Devices & Electronics Plus Surge Protection \$2,500 Combo

INCLUDED: The Plan provides service described under the following Plans: Essential Electronics Protection Plan, Surge Protection \$2,500, except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Essential Electronics Protection Plan, Surge Protection \$2,500

5.38 Critical Devices & Electronics Plus Surge Protection \$5,000 Combo

INCLUDED: The Plan provides service described under the following Plans: Electronics Protection Plan, Surge Protection \$5,000, except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Electronics Protection Plan, Surge Protection \$5,000

5.39 Preferred Devices & Electronics Plus Surge Protection \$5,000 Combo

INCLUDED: The Plan provides service described under the following Plans: Preferred Electronics Protection Plan, Surge Protection \$5,000, except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Preferred Electronics Protection Plan, Surge Protection \$5,000

5.40 Complete Devices & Electronics Plus Surge Protection \$5,000 Combo

INCLUDED: The Plan provides service described under the following Plans: Complete Electronics Protection Plan, Surge Protection \$5,000, except:

EXCLUDED: Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Complete Electronics Protection Plan, Surge Protection \$5,000

6. Surge Protection Coverage and Claims Process

This Agreement only covers reimbursement for the repair or replacement of Electrical Products inside Your residence and owned by You at the Service Address that fail due to the normal wear and tear due to Electrical Surges, except that certain standard exclusions and limitations of liability apply to Electrical Products (See Sections 13 and 14). Exclusions include, but are not limited to: Any Electrical Product outside Your residence such as Detached garages, Septic/Well pumps, Air Conditioner or Heat Pumps, Generators, Pools, Electric dog fences, Electric cars, Surveillance equipment. Company will not reimburse You for the repair or replacement of any Electrical Product if such Electrical Product's replacement cost is less than \$100. Coverage for Electrical Products that are damaged by any reason other than an Electrical Surge and costs incurred as a result of an Electrical Surge, such as recovery expenses, programming, data recovery, program installation or reconfiguration are expressly excluded from coverage under this Agreement.

Surge Protection (also referred to as Electronics Surge Protection)

The Annual Limits available include: up to \$2,500, \$5,000, \$6,000, \$8,000 or \$10,000.

See Letter for Your selected Annual Limit.

INCLUDED: Electrical Products covered in plan are Electrical Appliances, Electrical In-Home Electronics, Electrical Systems and other electrical devices valued \$100 or more, except:

EXCLUDED: Real property, items not damaged by a surge and IN OHIO, this Plan does not cover damage to electrical systems, including fuse boxes or circuit breakers, or damage to heating, ventilation or cooling systems. IN FLORIDA, this Plan does not cover damage to electrical systems, including fuse boxes or circuit breakers

6.1 The following identifies the claims process that MUST be followed in order to seek reimbursement for repairs or replacement costs of Electrical Products:

1. You must notify Company as soon as the problem is discovered but no later than thirty (30) days of an Electrical Surge incident to request a claim form be sent to You. The claim form must be completed in full and returned with a copy of a Qualified Service Provider's invoice within thirty (30) days from Your receipt of the claim form. Company reserves the right in all cases to decide if a particular service provider is qualified. The invoice must be on business letterhead including name, address and telephone number of the Qualified Service Provider as well as a complete description of damages and associated repair charges. Such invoice MUST also indicate that the damages and associated repairs resulted from an Electrical Surge incident.

2. If an item cannot be repaired, Company will reimburse for the replacement value of the Electrical Product subject to applicable Annual Limits and other restrictions, as applicable, as indicated herein. You must replace such Electrical Product with a new comparable unit based on operating features and like quality product available on the market at the time of the Electrical Surge incident. Proof of Your payment for the replacement item must be included in Your documentation.

3. All diagnostic fees to determine that damage is due to an Electrical Surge are payable by You directly to the Qualified Service Provider and will be reimbursed by Company, up to applicable Annual Limits, as long as those diagnostic fees are usual and customary for the area, as determined by Company.

COMPANY WILL NOT REIMBURSE YOU FOR REPAIR OR REPLACEMENT OF ANY ELECTRICAL PRODUCT WITHOUT COMPLETION OF THE INDICATED CLAIM PROCESS AS STATED ABOVE.

7. Roof Leak Protection Coverage and Claim Process

7.1 Roof Leak Protection Plan

Annual Limit: up to \$1,000 for reimbursement for covered repairs to the roof located over the occupied living area of Your home ("Serviceable Area").

Eligibility: To be eligible under the Plan (i) You own Your home, (ii) Your home is occupied, (iii) Your home is a single family home used for residential purposes, (iv) You are responsible for maintaining Your home's roof and (v) Your home's roof is watertight and in good condition when coverage begins. Availability of the Plan may be limited.

INCLUDED: The Plan covers reimbursement for repair of the roof located over the Serviceable Area due to water leak in the roof over the Serviceable Area, provided the leaks are the result of rain and/or normal wear and deterioration and subject to the Annual Limit. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to reimbursement of the estimated cost of repair of the leaking area only, as if the repair could be limited to the leaking area.

EXCLUDED: Company will not reimburse You for any of the following: pre-existing damage or leaks to Your roof that occurred prior to the start of Your coverage – repairing anything caused by Your or any third parties – repairing anything in any home that is unoccupied due to renovation, remediation or construction – repairing anything in any home that is unoccupied due to renovation, remediation or construction – repairing anything caused by natural acts or disasters, such as earthquakes, floods, hurricanes, wind storms, tornados, landslides or sinkholes – repairing anything caused by defective materials – repairing anything caused by improper design or installation of Your roof – repairing gutters, chimneys, vent and drain lines, roof mounted installations or leaks over decks or balconies – repairs due to leaks resulting from any of the following: missing and/or broken shingles or tiles, damage due to persons walking or standing on the roof, construction or repairs not performed in a workmanlike manner – repairs due to a failure to perform normal roof maintenance – repairs to roofs over detached structures – repairs resulting from roof leaks caused by or resulting from: a structural issue, roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and secondary or consequential water damage – partial or full roof replacement - repairs to condominium or townhouse roofs and mobile homes – repairing anything required by any local, state or federal agency inspection, unless otherwise covered.

7.2 The following identifies the claims process that MUST be followed in order to seek reimbursement for covered roof repairs:

1. You must take immediate action upon noticing a leak, as failure to act may result in additional damage to Your roof and Your claim may not be covered in such event.
2. Notify us as soon as the roof leak is discovered to request a claim form. The claim form must be completed in full and returned with a copy of an

invoice from a Qualified Service Provider within thirty (30) days from Your receipt of the claim form.

3. Provide photographic or video evidence capturing clear images or videos of the leak and resulting damage provided by a Qualified Service Provider.

4. Company reserves the right in all cases to decide if a particular service provider is qualified. The invoice must be on a business letterhead including name, address and telephone number of the Qualified Service Provider as well as a complete description of damages and associated repair charges.

5. You are required to pay all fees, including diagnostic and repair fees, to the Qualified Service Provider and will be reimbursed by us if Your repair is covered and subject to the Annual Limit.

COMPANY WILL NOT REIMBURSE YOU FOR A REPAIR WITHOUT COMPLETION OF THE INDICATED CLAIM PROCESS AS STATED ABOVE.

8. Maintenance Coverage/Appliance Inspection

If Maintenance Coverage/Appliance Inspection is indicated under Plans Enrolled on the Letter, You are entitled to have an Authorized Servicer visit Your Service Address once during each Agreement twelve (12) month term to perform a maintenance service on the Covered Items subject to this Agreement, however if "Heat Pump Maintenance" and/or "Semi-Annual Generator Maintenance" is indicated, You are entitled to two (2) maintenance service visits per twelve (12) month term. If Your Agreement includes "Cooling Maintenance" Your annual service shall only be completed when the temperature is above 60 degrees Fahrenheit and no inclement weather is present or forecasted. If Your Agreement includes "Humidifier Maintenance" coverage, service must be scheduled for and completed at the time of Your Heating Maintenance service. Certain standard exclusions and limitations of liability apply to Maintenance Coverage (see Section 13 and 14).

9. Administrator

The administrator of this Agreement is Company, or a company designated by Company. For information regarding the administrator contact Company.

10. Price/Billing

The amount of Your Agreement charge, billing frequency, and billing method is shown on the Letter. No finance charges are added. The initial charge will be submitted for billing within five (5) business days of the Commencement Date. If applicable, subsequent charges will be submitted for billing on or about the same day of the month as Your initial charge was submitted. The timing of this charge appearing on Your billing statement will vary based on the billing method chosen. The charge for this Agreement on Your authorized billing method shall serve as the invoice for this Agreement. **YOUR PAYMENT FOR THIS AGREEMENT WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT.**

Any past-due balances under this Agreement may be subject to a monthly late payment fee of one and one-half percent (1 1/2%) of the past-due balance. You must pre-pay for the Plan. Coverage under this Agreement is suspended at the end of the pre-pay period in the event of non-payment. You must be current on all payments in order to be covered under this Agreement. Company may terminate this Agreement at any time in the event that You fail to make timely payments. On notice to You, Company may change the means in which You are invoiced and billed for this Agreement. If Your billing method is a utility bill, Your payments will be applied in accordance with the utility's prioritization of payments schedule. If You have more than one agreement with Company Your payments will be applied to Your oldest outstanding charge(s) with Company first, unless otherwise specified by You. If You are enrolled in the Company's Autopay Program the Terms of Authorization You received when enrolling in Autopay govern Your access to, and use of, the Autopay Program.

11. Cancellation

You may cancel this Agreement at any time as described below by calling the toll-free number listed on the Letter or providing cancellation in writing to: Warranty Program, P.O. Box 3042, Naperville, Illinois 60566-7042. Company may cancel this Agreement prior to the end of the current twelve (12) month term for fraud, exploitation of program, abuse, material misrepresentation, non-payment by You, for violation of any of the terms and conditions of this Agreement, unsafe working conditions, or if required to do so by any regulatory authority. **IF EITHER YOU OR COMPANY CANCELS THIS AGREEMENT**

WITHIN THIRTY (30) DAYS FROM THE COMMENCEMENT DATE AND YOU HAVE NOT MADE ANY REQUEST FOR SERVICE HEREUNDER, YOU WILL RECEIVE A FULL REFUND OF THE AGREEMENT PURCHASE PRICE PAID BY YOU. If You or Company cancels this Agreement after thirty (30) days from the Commencement Date but before the annual coverage term ends, coverage under this Agreement shall continue for the balance of the monthly period in which this Agreement is cancelled, and You shall receive a refund of any advance payments for coverage less the cost of any service received under this Agreement, if any, that You have made for the period of time beyond the monthly period in which this Agreement is cancelled.

12. Change of Service Address

If You move to a new location this Agreement will terminate and a new Agreement may initiate, at the sole discretion of Company, at Your new Service Address unless You notify Company by calling the toll-free number listed on the Letter. Company reserves the right to inspect the products and systems in Your new home prior to coverage becoming effective.

13. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS INCURRED BY THE CUSTOMER, OR ANYONE ELSE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY'S LIABILITY UNDER THIS AGREEMENT, THE TERMS AND CONDITIONS, THE PLAN(S) AND/OR ARISING FROM OR RELATING TO THE SERVICES PROVIDED THEREUNDER IS LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY THE CUSTOMER DURING THE PREVIOUS 12 MONTHS. THE COMPANY WILL NOT BE LIABLE FOR DAMAGES OR LOSSES INCURRED BY THE CUSTOMER OR ANYONE ELSE CAUSED BY OR RELATING TO UNAVOIDABLE DELAYS, FAILURE TO SERVICE, AND UNAVAILABILITY OF PARTS, EQUIPMENT FAILURE, WEATHER CONDITIONS, WORK STOPPAGE, STRIKE OR OTHER CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. COMPANY AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT A WARRANTY, GUARANTEE OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY COMPANY AND NO SUCH WARRANTY SHOULD BE IMPLIED FROM THIS AGREEMENT.

14. What Is Not Covered

(1) Cosmetic damage; (2) The Plans do not cover preventive maintenance (except for any Maintenance Coverage purchased) or any work intended to prevent equipment failure from occurring in the future, such as seasonal pilot re-lighting, seasonal boiler system bleeding, tune-ups or inspections; (3) Damage from accident, abuse, misuse, introduction of foreign objects into the product or system, unauthorized modifications or alterations, failure to follow the manufacturer's instructions or recommended maintenance, faulty wiring, improper or incomplete installation, power or water supply outages, third party actions or the elements or acts of God (including but not limited to: fire, flood, freezing, landslides or sinkholes, collision, vandalism, theft, infestation, damage caused by animals, rust, corrosion etc.); a manufacturer's recall, manufacturer's defect or retrofit, civil unrest, war or terrorism; (4) Accessories and supplies (including, without limitation: batteries, remote controls, external power supplies, bulbs, spark plugs, filters, cartridges, water panel pad) or missing parts of any kind; (5) Any product or system which was not in good working order, or any defect in or problem with any product or system, existing when coverage under this Agreement began (i.e. Pre-existing condition); (6) Items that cannot be replaced with like kind and quality on the current retail market (e.g. antiques); (7) Items owned by third parties and not the responsibility of You (e.g. cable provider DVR); (8) All Covered Products must be readily accessible. Any damage caused, or costs incurred, to gain access to inaccessible Covered Products, including restoration costs such as plaster, drywall, paint, or concrete except as provided in the Terms and Conditions applicable to a specific Plan is the responsibility of the customer; (9) Any property,

product or system being used for commercial purposes; (10) Bringing non-complying equipment into compliance with local, state, or federal codes; (11) Services which involve the handling, disturbance, disposal, or cleanup of hazardous or toxic materials, such as lead, asbestos, mercury or anti-freeze; (12) Repairs by a third party or the Customer; (13) Any dwellings that are not currently in use due to construction, rehabilitation or renovation, including dwellings that do not possess a current Certificate of Occupancy; (14) Damages You incur due to any special circumstances or conditions; (15) Delivery, shipping or handling fees; (16) Replacing filters; (17) Portable units (18) Refrigerant Replacement –for all Covered Products under this Agreement; (19) Electronic, computerized, or other home management and/or automation systems.

15. Entire Agreement

This Agreement, including the Letter, terms, conditions, limitations, exceptions and exclusions, and the information identifying the Covered Products and Your charge, constitutes the entire Agreement. The laws of the State of Illinois, without giving effect to its choice-of-law principles, shall govern all matters arising under or relating to this Agreement. If any provision of the Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the Company to exercise any right in connection with the Agreement shall not be deemed a waiver of any further right thereof.

16. Other Terms

You authorize Company to share account and payment status history, and related information about You, and You further authorize Company to provide such information to third parties, such as suppliers and service providers, as may be required by contract or law and allow for such information to be utilized to offer other products and services of Company and its affiliates to You. Company reserves the right to amend this Agreement due to regulatory or procedural changes that may affect its ability to perform under this Agreement. You acknowledge that You did not rely on any oral representations other than such as are reflected in writing herein. This Agreement may only be assigned/transferred by Company. The obligations of Company under this Agreement are backed only by the full faith and credit of the Company and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond.

17. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

Dispute Resolution By Binding Arbitration

If You have not received any reimbursement to which You believe You are entitled or are otherwise dissatisfied with service under this Agreement, please call our customer service department at (888) 636-1794. **In the unlikely event that Company' customer service department is unable to resolve a complaint You may have to Your satisfaction (or if Company has not been able to resolve a dispute it has with You after attempting to do so informally), we each agree to resolve those disputes exclusively through binding arbitration or small claims court.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, Company will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from Company to at least the same extent as You would be in court.

In addition, under certain circumstances (as explained below in Section 17.2), Company will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what Company has offered You to settle the dispute.

Arbitration Agreement

(A) Company and You agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims related to advertising);
- claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which You are, or are not, a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “Company”, “we”, “our”, “You”, and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Company on Your behalf. **You agree that, by entering into this Agreement, You and Company are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(B) **Right to Opt-Out of this Arbitration Provision.** IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF. Opting out of the arbitration provision will have no adverse effect on Your relationship with Company or the delivery of service(s) to You by Company. In order to exclude Yourself from the arbitration provision, You must notify Company in writing within thirty (30) days of the date that You initially received this Agreement upon enrollment in the Plan(s). To be effective, timely written notice of opt out must be delivered to: Legal Department, Pivotal Home Solutions, An Oncourse Company, 1415 W. Diehl Road, Suite 270, Naperville, Illinois 60563, and must include Your name, service address, and account number, as well as a clear statement that You do not wish to resolve disputes with Company through arbitration. If You have previously notified Company that You wish to opt-out of arbitration, You are not required to do so again. Any opt-out request postmarked after the opt-out deadline or that fails to satisfy the other requirements above will not be valid, and You must pursue Your Claim in arbitration or small claims court.

(C) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute. The Notice of Dispute to Company should be addressed to: Legal Department, Company, 1751 Diehl Road, Suite 200, Naperville, IL 60563 (“Notice Address”). The Notice of Dispute must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the Demand. If Company and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Dispute is received, You or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or Company is entitled. You may download or copy a form Notice of Dispute and a form to initiate arbitration at www.yourhomesolutions.com/dispute.

(D) After Company receives Notice of Dispute at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000 (if You are unable to pay the filing fee, Company will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at www.yourhomesolutions.com/dispute. The arbitrator is bound by the terms of

this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Company and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for \$10,000 or less, Company agrees that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Company will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Company for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(E) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Company’s last written settlement offer made before an arbitrator was selected, then Company will:

- pay You the amount of the award or \$5,000 (“the alternative payment”), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration (“the attorney premium”).

If Company did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

(F) The right to attorneys’ fees and expenses discussed in paragraph (D) supplements any right to attorneys’ fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys’ fees or costs. Although under some laws Company may have a right to an award of attorneys’ fees and expenses if it prevails in arbitration, Company agrees that it will not seek such an award.

(G) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Company agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(H) Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of Your Agreement, You may reject any such change by sending Company written notice within thirty (30) days of the change to the Notice Address provided above. By rejecting any

future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

18. State Amendments In Connecticut:

The following sentence has been added to the beginning of Section 17, Dispute Resolution: If You are unable to obtain satisfaction from Company under this Agreement, You may file a written complaint addressed to: 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 or lease price of the product, the cost of repair of the product and a copy of the warranty contract.

In Kentucky:

The last sentence in Section 16, Other Terms is deleted in its entirety and replaced with the following: Upon the failure of the Company to fulfill or pay any claim under a Plan within 60 days after the claim has been filed with the Company, the holder of the Plan shall be entitled to make a direct claim against Travelers Casualty and Surety Company of America, by writing, Attention: Claims, One Tower Square, Hartford, CT 06183 or by calling (860) 277-4275.

In Massachusetts:

In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any protection during the above specified period, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

In Ohio:

The last sentence in Section 16, Other Terms is deleted in its entirety and replaced with the following: Except for Surge Protection coverage, the obligations of Company under this Agreement are backed only by the full faith and credit of the Company and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond. The obligations of the provider under this Agreement with respect to Surge Protection coverage only are guaranteed under a reimbursement insurance policy. If the provider fails to perform or make any payment due under the terms of this Agreement with respect to Surge Protection coverage only within sixty (60) days after You have made a request for performance or payment pursuant to the terms of this Agreement, You may request performance or payment directly from the provider's reimbursement insurance policy insurer, including, but not limited to, any obligation to refund You money pursuant to the cancellation provisions of Section 11 hereof. The provider's reimbursement insurance policy insurer is: Virginia Surety Company, Inc. 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (312) 356-3000.