

GENERAL TERMS AND CONDITIONS

Porch Heating and Cooling Warranty Program

This Residential Service Contract is not valid unless a completed customer Registration Page is attached.

1. RESIDENTIAL SERVICE CONTRACT

Porch Heating and Cooling Warranty is a residential service contract sold by Porch.com, Inc. ("Porch").

Heating and Cooling Warranty is administered by RWS of America, LLC (hereinafter referred to as "RWSA", "We", "Us", "Our", "Administrator")

Coverage for **Porch Heating and Cooling Warranty** is provided by: RWSA; RWS Home Service Contracts, LLC.; Residential Warranty Home Protection, LLC.; Residential Warranty Services of Canada, INC.; and Residential Warranty Home Protection of California, INC (each hereinafter referred to as "Service Contract Provider", "Provider", "service company").

2. OUR OBLIGATIONS

This Residential Service Contract is intended to provide protection against the cost of repairing System Breakdowns and malfunctions on Your Covered Property (as indicated on the Registration Page) to specific items listed in the Coverage section of this Contract. Your plan is indicated on the Registration Page that is attached to this Service Contract. Certain provisions in this Service Contract may limit coverage.

Please read the entire Service Contract to determine rights, duties, and what is and is not covered.

Obligations of the service company under this residential service contract are backed by the full faith and credit of the service company and are not guaranteed under a reimbursement insurance policy.

Your Service Contract effective date, plan and coverage term are shown on Your Residential Service Contract Registration Page. YOU MUST CALL THE ADMINISTRATOR AT 1-877-407-3895 FOR COVERED REPAIRS THE ADMINISTRATOR MUST APPROVE COVERED REPAIRS IN ADVANCE.

3. DEFINITIONS

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

Contract Holder, Customer, You, Yourself, and Your means the Homeowner and person who is listed on the Registration Page listed under

Name of the Contract Holder information section.

Covered Property means the property listed on the Registration Page under the "Contract Holder Information" section or the "Location of Covered **Mechanical Failure** or **Mechanical Breakdown** means a covered item becomes inoperable and unable to perform its designed function.

Seller means the entity where You purchased Your Contract.

Service Call Fee means the fee that is due by You for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Residential Service Contract**.

Service Contract Provider, Provider, or service company means RWSA; RWS Home Service Contracts, LLC.; Residential Warranty Home Protection, LLC.; Residential Warranty Services of Canada, INC.; and Residential Warranty Home Protection of California, INC [690 Pro Med Lane, Carmel, IN 46032, 1-877-407-3895].

System or Systems means the utility and/or service line(s) for which You have purchased a Service Contract as listed on Your Registration Page.

Wait Period means thirty (30) days from the Service Contract purchase date. Thirty (30) days will be added to the end of Your initial term.

We, Us, Our, RWSA, or Administrator means RWS of America, LLC [690 Pro Med Lane, Carmel, IN 46032, 1-877-407-3895].

4. COVERED ITEMS & COVERED REPAIRS

This Residential Service Contract provides coverage only for Systems on Your Covered Property that are specifically listed under Coverage and on Your Registration Page (which is attached and made a part of this Residential Service Contract) and excludes all other breakdowns and/or items. Items listed under the Coverage section of this Contract are covered in relation to the terms and provisions of this Service Contract and We at our discretion will repair, rebuild or replace those specific items listed as covered if they become inoperative during the term of this Residential Service

Contract due to **Mechanical Failure** caused by normal wear and tear.

This Residential Service Contract covers only Mechanical Failures relating to the parts and components of items listed as covered and for which coverage has been purchased by You as listed in this Service Contract. A Mechanical Failure is not covered if it is due to: defects or malfunctions that existed prior to the Residential Service Contract purchase date; lack of routine care and maintenance; misuse; and conditions caused by rust and/or corrosion. The covered item will be deemed to have been in proper operating condition on the Service Contract purchase date if it was correctly located on Your Covered Property, was fully connected, and capable of successfully performing all functions efficiently as intended including no risk to life or property.

Determination of the operating condition for covered items as of the Residential Service Contract purchase date, and the nature of any failure, will be made by RWSA based upon Our professional opinion, including but not limited to, Our authorized service professional's diagnosis and RWSA representatives.

The Coverage section has examples of excluded items. They do not limit Our right to deny coverage for items not specifically listed as excluded. Items listed as excluded are not an extension of covered items. The Limits of Liability and Exclusions section also mentions conditions and circumstances not covered by this Residential Service Contract.

5. COVERAGE

Systems listed below are covered if the coverage has been selected on Your Registration Page and fees are current and/or have been paid in full.

In order to receive coverage, you must own your home, it must be a residential property that is occupied, you must be responsible for the Systems on your property, and you do not have an outstanding balance to the Administrator for 30 days or more.

Coverage is for one Heating System and/or one Cooling System. Additional systems require additional coverages.

6. HEATING SYSTEM COVERAGE

This Heating System Plan Covers Your Heating System.

Coverage requires a \$50.00 Service Call Fee per service call for covered systems.

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Covered: This Contract covers only items as specified and excludes all others. Coverage is limited to \$1,500 per occurrence during the Contract term to repair Your Heating System in Your Covered Property (as listed on the Registration Page.) This Contract only applies to residential properties being used for residential purposes.

Under this Service Contract, normal wear and tear of Your Heating System, as described below, is characterized by deterioration that occurs naturally over time resulting from standard use.

Subject to the terms and conditions of this Contract, RWSA will Repair or replace the following, for which You have sole responsibility, that is damaged due to normal wear and tear:

- Failed or broken air scoops, aquastat, barometric damper, belts, pulleys, blower motors, blower assemblies, circuit boards, circulators, ECO safeties, fan controls, limit controls, fusible links, gas valves, ignition controls, induced draft motor, blower, low water cutoff, main burners, pilot burners, pilots, thermocouples, pressure switches, regulator valves, relays, spill switches, and transformers, that are part of Your Home's natural gas, propane, electric central forced-air or circulating hot water central Heating System.

Heating System exclusions:

- Radiators, heat exchangers, leaking boilers, and boiler distribution piping.
- Air filters, registers, flue venting, zoning components and electronics, electronic air cleaners, air ducts, humidifiers, thermostats, thermostat wiring, air balancing, balancing valves, gas appliance pressure regulators, internal fuse and wiring, chimney maintenance or repairs, heating jacket, asbestos or other insulation.

7. COOLING SYSTEM COVERAGE

This Cooling System Plan Covers Your Cooling System.

Coverage requires a \$50.00 Service Call Fee per service call for covered systems.

Covered: This Contract covers only items as specified and excludes all others. Coverage is limited to \$1,500 per occurrence during the Contract term to repair Your Heating System in

Your Covered Property (as listed on the Registration Page.) This Contract only applies to residential properties being used for residential purposes.

Under this Service Contract, normal wear and tear of Your Cooling System, as described below, is characterized by deterioration that occurs naturally over time resulting from standard use.

Subject to the terms and conditions of this Contract, RWSA will Repair or replace the following, for which You have sole responsibility, that is damaged due to normal wear and tear:

- Failed or broken capacitors, circuit boards, internal fuses, breakers, condensate pumps, condenser motor, condenser fan, condenser coil, contactor switches, evaporator coils, delay timer, fan controls, fan relays, filter dryer, high and low pressure switches, limit controls; up to 2 pound of refrigerant per year, relays, transformers, and valves, that are part of Your Home's central Cooling System.

Cooling System exclusions:

- A/C coils, air ducts, grills, registers, balancing of system, asbestos coverings, wiring, compressors or chillers, condenser casings, parts external to the unit, filter drier, piping insulation and metering systems.
- Disconnect boxes and all wiring, breakers and switches contained within them.
- Thermostats and thermostat wiring.
- Refrigerant conversions, refrigerant for maintenance recharges, any system that uses excluded refrigerants (R-500, R-502, R-12) and no more than 2 lbs. of refrigerant per year.

8. TERMS OF COVERAGE

RWSA may request support of maintenance on systems or appliances that have manufacturer maintenance recommendations by a service professional.

a. In the event repair or replacement services covered by this Residential Service Contract are required, discontinue use of the appliance or system to prevent further damage. You must contact Our Customer Service Representatives at **1-877-407-3895**. In the event You call outside Our

customer service hours, You will be prompted to leave certain information pertinent to Your failure or You may email failure information with Your Service Contract information including a best contact phone number to ServiceLine@PorchWarranty.com. You must notify Us immediately upon the discovery of a System Failure or System Breakdown and while this Residential Service Contract is in effect. We will initiate the service process for such services within (48) hours. ALL REPAIR AND/OR REPLACEMENT WORK COVERED BY THIS RESIDENTIAL SERVICE CONTRACT MUST BE PERFORMED BY AN AUTHORIZED SERVICE PROFESSIONAL AND APPROVED BY US IN ADVANCE. If You contract directly with others without Our approval or perform the work Yourself, We will not be responsible for the cost of repairs and/or replacement.

b. We have the sole authority to select authorized service professionals. We will provide You with a referral to an authorized service professional based on the component failure information provided by You or You may elect to contact an authorized service professional of Your own choosing.

- If You choose for Us to locate an authorized service professional then, during normal business hours, We will initiate Our service process for an authorized service professional; however, it may take longer to attain an authorized service professional after the service request is initiated. Relative to Emergency Repairs as determined by Us refer to number 3 of this section.

- If You elect to contact a licensed, bonded, and insured service professional to perform a covered service, We will provide reimbursement for an authorized amount of the cost You incur for the repair or replacement services. Adequate proof of Your actual itemized costs of repair must be provided to and approved by Us before any reimbursement will be paid. RWSA does not provide overtime service on covered repairs. Repairs are scheduled during normal business hours. In the event You choose to pay overtime charges, We will pay the repair costs applicable to normal business hours, but the overtime labor charges are Your responsibility. Relative to Emergency Repairs as determined by Us refer to number 3 of this section.

- In the event that an authorized service professional is not available in Your

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area, then We will reimburse You the industry average cost (up to the limit of liability) of a commercially reasonable repair or replacement based on the type of malfunction or mechanical breakdown and/or the brand, model, and age of the appliance. For more information, please refer to number 7 of this section.

c. In the event of an Emergency Repair outside normal business hours (Nevada and Utah residents see additional specific state disclosures) that involves loss of heating, cooling, or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. Refer to Your Contract to determine if the failure is due to a covered item and there are no listed exclusions that apply. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Service Contract or email us with contact and Service Contract information at ServiceLine@PorchWarranty.com. If the determination has been made by Us that the failure is covered We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs. If available repairs should be scheduled during normal business hours, You must contact our Customer Service Representative the next normal business day. Normal business hours are **Monday through Friday 8 AM until 5 PM CST. Emergency Calls can be made 24 hours a day.**

d. This Residential Service Contract includes a Service Call Fee listed on Your Service Contract Registration Page that You must pay on a service call for a failure as reported by You. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Service Call Fee is due at the time of the service call. You will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/ or

items installed, up to the amount of the Service Call Fee at the time of the visit(s), in a manner acceptable to the authorized contractor. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Residential Service Contract are also Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Residential Service Contract, You are responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Service Call Fee. Failure to pay the Service Call Fee will result in suspension of Service Contract coverage until fee is paid, at which time coverage will then be reinstated with no extension of coverage periods. (For Nevada Residents: see Special State Requirements.)

e. You agree to make premises available during normal business hours for the authorized service professional evaluating the needed repairs You requested. You agree to pay Our authorized service professional any Service Call Fee and additional charges assessed by the authorized service professional resulting from Your failure to provide access and/or for missed appointments.

e. We may elect to replace a covered item rather than repair it. The decision to replace rather than repair an item is solely the option of RWSA. Should We choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. With respect to appliances, We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in dye, lot, type or brand. You, at time of authorized repair, may choose to upgrade a component, system or appliance at Your own expense. We will provide authorized amounts per the terms and conditions of this Residential Service Contract to the service professional applicable only to repairs completed by an authorized service professional. Additional costs

You incur above the authorized amount are Your responsibility. When replacing systems or appliances, We will be responsible for the installation of the replacement item up to the stated limits but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade (unless 13 or 16 Seer upgrade or Enhanced Upgrade option is purchased) or modify items for any reason. If one of the covered components or systems cannot be repaired by new, rebuilt, remanufactured, off-brand or reconditioned parts and requires replacement, additional claims can be filed up to the stated limits for that covered component or system once replacement is complete for the duration of Your Contract term of coverage.

f. We may give You the option to elect to receive a repair/replacement cash payment in lieu of providing a repair. In such cases, the amount of such payment shall be equal to the lesser of the approved cost of repair or the estimated cost of replacement (net of Service Call Fee). If You elect the cash payment for item replacement, You must supply documentation supporting that the item in question has been purchased/replaced prior to receiving the cash payment. The amount of the approved cost of repair or replacement will be established by Us at Our sole discretion based on what the repair or replacement would cost Us. If cash payment in lieu of repairs or replacement is accepted, the coverage for the system will be fulfilled for the term as indicated on Your Registration Page. We are not responsible for work performed by any contractor once cash in lieu of work has been authorized. (South Carolina residents please see the Special State Requirements section.)

h. We reserve the right to obtain, at Our expense, a second opinion by an authorized service professional to assist in determining eligibility for coverage.

9. LIMITS OF LIABILITY AND EXCLUSIONS

a. This Residential Service Contract provides coverage for the System Failure or System Breakdown of only those items listed as covered in the Coverage section of Your Service Contract. This Service Contract does not cover defects or malfunctions in existence at time of Your Service

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Contract purchase or that weren't reported to RWSA during the term of this contract.

b. This Service Contract does not cover failures which may result from other causes, such as and without limitation: neglect, abuse or misuse; improper installation; improper or insufficient maintenance; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; explosions; fire; casualty; acts of nature; structural and/or property damage; flood; condensation; soil movement; smoke; earthquake; freeze damage; accidents; war; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This service contract does not cover damages, losses or expenses, whether from accident, negligence or otherwise, caused by You or any person or entity other than RWSA.

c. This Service Contract does not cover correction of, or reimbursement for, any repairs or restorations made by You or anyone You hire, not authorized by RWSA.

d. This Service Contract does not cover anything caused by You and/or third parties nor anything not resulting from normal wear and usage.

e. This Service Contract does not cover any section of Your Lines that is shared with any third party or is covered by a homeowners', condominium or like association.

f. This Service Contract does not cover repairing anything caused by defective materials, or any material that has been the subject of class action litigation or a recall. This Service Contract does not cover anything in a home that is being renovated or not habitable.

g. Items, appliances and systems are not covered if they are: under factory recall due to manufacturer defect or class action lawsuit; repairs due to defects as determined by the Consumer Product Safety Commission; mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design or application; improperly installed; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure) or below the

slab or basement floor of the home (with the exception of central air conditioning units, main electrical panels mounted on outside walls.

h. This Service Contract does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations (except for optional coverage relevant to 13 or 16 SEER federal mandate effective January 23, 2006 in conjunction with a covered repair or Enhanced Upgrade Package as described if optional coverage was selected and paid). If a system, appliance, or component is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, appliance, or component is not covered by this Service Contract.

i. This Service Contract does not cover: losses or other costs, including, but not limited to, assessing, remediating, abating, or disposal fees arising from hazardous or toxic material, such as mold and asbestos are not covered. Costs associated with upgrades or modifications to comply with Federal, state, and local law, code, regulation, or ordinance and any building or zoning permits that are deemed necessary are not covered except those specifically outlined in this Contract. This Residential Service Contract will not be liable for conditions of; rot, fungus, mold, mildew, bio-organic growth even when caused by or related to the malfunction, repair or replacement of a covered system.

j. This Service Contract does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade or commercial-grade equipment modified for home use.

k. This Residential Service Contract does not cover (a) fees associated with use of cranes or other lifting equipment required to service roof

top heating or air conditioning units; or (b) charges associated with gaining access to Heating and Cooling Systems; or (c) electronic computerized energy management systems or devices.

l. The following additional exclusions apply: asbestos insulated ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork.

m. We are not responsible for the charges incurred to gain access or restoration of access to a system or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, or personal property. In the event it is necessary to open walls, floors, countertops or ceilings, or to move structures, fixtures, cabinets, or personal property to perform a diagnosis or service, We are not responsible for the restoration of such openings, items, or property and You will need to authorize access for diagnosis. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available. We are not responsible for additional fees a service professional may charge related to additional manpower or additional equipment required to repair or replace a system or component on a roof, in an attic, or not readily accessible.

n. We are not responsible for delays or failures caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond Our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or authorized service professionals to the covered property due to lack of or inhibited serviceability, such as but not limited to required use of ferries or barges and/or remote locations.

o. We are not responsible for damage that may result from a service professional's service or delay in service. We are not responsible for incidental and/or consequential loss or damages resulting from the System Failure or System Breakdown of any item including, but not limited

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to, food spoilage, loss of income, utility bills, additional living expenses, lost use of your Covered Property and/or property damage, or personal injury.

p. If any item or system otherwise covered by this Residential Service Contract is covered by warranties, insurance, or guarantees, including but not limited to a manufacturer's, contractor's, builder's, distributor's, or in-home warranty, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a claim covered by this Residential Service Contract is also covered by an insurance policy, warranty, service contract, or manufacturers recall, We shall pay up to the Residential Service Contract limits only for the amount of the cost to repair or replace such covered system, appliance, or component in excess of the amount due from that other insurance, warranty, service contract, or manufacturer's recall up to the Residential Service Contract limits for each annual period of coverage. Our coverage is secondary to such insurance, warranties, or guarantees.

q. Relating to components or systems covered by this Service Contract if You authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component outside the manufacturer's intended design, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such item(s).

r. In the event work performed under this Service Contract should fail during the recall period (sixty (60) days on parts and sixty (60) days on labor), We will arrange for the necessary repairs without requiring You to pay an additional Service Call Fee.

10. HOW THIS CONTRACT MAY BE CANCELED OR NONRENEWED

Cancellations will be according to the provisions stated in this contract You may reference the Special State Requirements section of this Contract for additional cancellation provisions in Your state of purchase.

a. **Cancellation by You.** The Residential Service Contract may be cancelled by You any time upon receipt

of written notice to Us or you may call Us toll-free at **1-877-407-3895** or email us at

ServiceLine@PorchWarranty.com. If You cancel within the first thirty (30) days then You will receive a one hundred percent (100%) refund of the Residential Service Contract cost paid by You. If You cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a fifty dollar (\$50) cancellation fee, less claims paid.

b. **Cancellation by Us.** This Contract is non-cancellable by RWSA during the first thirty (30) days except (1) for non-payment of Contract fees; (2) misrepresentation or fraud relating to facts material to the issuance of this Contract, including representing that You are the owner of the Covered Property if you are not the owner. We are not required to mail You written notice if the reason for cancellation is non-payment of the Contract fee or a material misrepresentation by You to the Service Contract Provider relating to the covered property or its use.

c. **Nonrenewal by Us.** The Residential Service Contract automatically renews unless cancelled by You or Us or nonrenewed by Us. If We elect not to renew the Contract, We will notify you in writing at the address stated in the Registration Page at least thirty (30) days in advance of the renewal date.

11. OTHER IMPORTANT CONTRACT PROVISIONS

a. We may declare this entire Service Contract void in the event You or Your representatives engaged in fraudulent conduct, intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Service Contract or to the items and/or their Mechanical Failure covered by this Service Contract, or made false statements relating to this Service Contract.)

b. This Service Contract covers a single-family residence, including a condominium, townhouse, duplex (both units contained within the dwelling must be covered). Manufactured homes are eligible if the manufactured home has connected utilities for electrical, water and sewage and if manufactured home is also connected to a permanent

concrete foundation. Dwelling must be used solely for residential purposes. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered. Homes listed in any historical register are not covered. Whether or not this Service Contract covers a condominium unit, any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items or items shared by non-warranted units will be covered by this Service Contract.

c. If coverage is provided on tenant occupied units, You are responsible to report the failure and pay the Service Call Fee charge.

d. If an item is not repairable due to the covered failure of an obsolete or unavailable component part, We are not responsible for replacement of the entire item. We will be responsible only to make a reasonable payment based upon the value of installing a comparable component part that is available, subject to any per occurrence or aggregate maximums.

e. **Electronic Contract Payment Policy:** Purchasing this Residential Service Contract has authorized a charge to a credit card or to deduct monies via electronic debit from an account designated by You. It is the Contract Holder's responsibility to provide the selling entity with accurate designated account and contact information. Should Contract Holder information change at any time, it is the Contract Holder's responsibility to notify the selling entity or RWSA. If Payment does not process electronically, Contract Holder coverage and accrued limit of liability will be terminated unless Contract payment and any applicable administration fees are paid.

f. **Transfer-Assignment.** This contract is non-transferable and the terms only apply to the original Contract Holder of the Service Contract.

g. **Waiver.** Should We waive any of Our contractual rights; such waiver will not constitute a future waiver of said rights. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer of other party who may be responsible to You for the

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cost covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. you also agree to cooperate and help us in any other matter concerning this Contract.

h. Contract Term Expiration. Contract expiration is determined by the purchase date and term as indicated on Your Registration Page. If full payment is not received by Us or Our representative by the billing due date Your Contract will expire. Notice of any failure or malfunction must be given to RWSA prior to Residential Service Contract expiration and approved work must be completed within three (3) months of Residential Service Contract expiration.

i. Entire Residential Service Contract. This Residential Service Contract with attached Registration Page represents the complete Service Contract between RWSA and Contract Holder. This Service Contract supersedes all prior proposals, or understandings implied, orally stated, written or otherwise.

j. RWSA reserves the right to update or modify the Terms and Conditions of this Residential Service Contract upon thirty (30) days written notice. For Nevada Residents: see Special State Requirements)

12. SPECIAL STATE REQUIREMENTS

OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, AS LISTED BELOW. IF ANY PROMISE MADE IN THE SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT THE PROVIDER DIRECTLY:

IA, IL, NY, TX, UT, VA, WA, WI: RWS Home Service Contracts, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://RWSAhomeservicecontracts.com/>;

CA: Residential Warranty Home Protection of California, Inc. (690 Pro Med Lane, Carmel, IN 46032) <https://homewarrantycalifornia.net/>

AK, CO, DE, ID, IN, KS, MD, ME, MI, MS, MT, ND, NE, NJ, OH, PA, RI, SD, TN, WV: RWS of America, LLC. (690

Pro Med Lane, Carmel, IN 46032) <https://RWSofamerica.com>

AL, AR, AZ, CT, D.C., FL, GA, HI, KY, LA, MA, MN, MO, NC, NH, NM, NV, OK, OR, SC, VT, WY: Residential Warranty Home Protection, LLC (690 Pro

Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com/>;

CANADA: Residential Warranty Services of Canada, Inc. (1451 Royal York Road, Toronto, Ontario, M9P3B2) <http://RWSofcanada.ca>

At any time, the contract holder can cancel the Service contract with no penalty. Any cancellation by the Provider, for reasons other than a substantial breach of duties by the contract holder or the reasons enumerated within the contract shall require written notice stating the effective date of cancellation and the reason for the cancellation at least fifteen days prior, mailed to the mailing address of the contract holder's account.

Alabama: This is a Residential Service Contract, not an insurance policy. HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: If any refund due to You is not paid within 45 days after the return of the service contract to Us we will pay 10% interest on the refund for every 30 days that the refund is not issued to You. The cancellation fee is changed from fifty dollars (\$50) to twenty-five dollars (\$25).

Arizona: This is a Residential Service Contract, not an insurance policy. In the **COVERED ITEMS** section, last paragraph "They do not limit Our right to deny coverage for items not specifically listed as excluded." is deleted. **LIMITS OF LIABILITY AND EXCLUSIONS** - the following is added to the end of the first paragraph - "This exclusion does not apply if the defects or malfunctions were known or reasonably should have been known by Us or the person selling this Residential Service Contract on Our behalf." **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: We may only cancel this Residential Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You

relating to the covered property or its use.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>, 1-877-407-3895 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the home, the cost of repair of the item and a copy of the Residential Service Contract. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: This Residential Service Contract may be cancelled by the Contract Holder if the home is sold or destroyed.

Georgia: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: In no event will any claims incurred or paid be deducted from any refund. If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Residential Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels the Residential Service Contract, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney.

Iowa: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: 1. Cancellation by You. If you cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a cancellation fee, which will be the lesser of (a) fifty dollars (\$50) or (b) ten percent (10%) of the purchase price of the contract. A ten percent (10%) penalty shall be added each month to a refund that is not paid to a service contract holder within thirty days of the return of the service contract to the service company. **The following is added to the end of the Service Contract:** Service Contract Providers are regulated under the Iowa Insurance Division. For any questions or concerns

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about this service contract provider, its contact information is as follows: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, Phone 515-654-6600.

Indiana: The following is added at the beginning of the Residential Service Contract: This Contract is not insurance and is not subject to Indiana insurance law.

Kentucky: The following is added to the beginning of the Residential Service Contract: **This is a Residential Service Contract, not an insurance policy. However, the performance of this Residential Service Contract is guaranteed by a performance bond written by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA, 15601. If We fail to pay any valid claim within sixty (60) days after proof of loss has been filed, a claimant is entitled to make a claim directly against Old Republic Insurance Company at the address shown above.**

Nevada: **TERMS OF COVERAGE:** The following is added to the end of 2. If an authorized service professional cannot be located by You or Us to service the address in this Contract, We will reimburse You the industry standard cost of the repair or replacement with respect to Your specific appliance or system based on industry averages and RWSA's internal assessment. **OTHER IMPORTANT CONTRACT PROVISIONS:** 10. is deleted.

If a failure to a covered item renders a dwelling unfit to live in because of defects that endanger the health and safety of the occupants, repairs must commence within 24 hours after the report of the claim and be completed as soon as reasonably practicable.

If repairs cannot be completed within three calendar days, We will provide a status report to You at your last known address and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim.

In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

If You are not satisfied with the manner in which We are handling a claim under

the Service Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

The How This Contract May Be Cancelled or Nonrenewed section is amended as follows:

1. Cancellation by You. The Residential Service Contract may be cancelled by You any time upon receipt of written notice to Us. If You cancel within the first thirty (30) days then You will receive a one hundred percent (100%) refund of the Residential Service Contract cost paid by You as long as there are no paid claims. If the Residential Service Contract is cancelled within the first thirty (30) days and claims have been made, the provider shall refund to the contract holder one hundred percent (100%) of the Residential Service Contract cost paid by You, less any claims paid. Refund requests must be submitted in a written format with Your signature or emailed by You to RWSA and must include the Service Contract number. A cancellation form has been included in Your Contract for Your convenience. If You cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a twenty-five dollar (\$25) cancellation fee. If We fail to refund you within 45 days after a Service Contract is returned, We shall pay You a penalty of 10 percent of the amount due for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

2. Cancellation by Us. This Contract is non-cancellable by RWSA during the first thirty (30) days except (1) for non-payment of Contract fees; (2) misrepresentation or fraud relating to facts material to the issuance of this Contract. RWSA is not required to mail You written notice if the reason for cancellation is non-payment of the Contract fee or a material misrepresentation by You to the Service Contract Provider relating to the covered property or its use.

We may not cancel this Service Contract once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds: failure by you to pay an amount when due; the conviction of you of a crime which results in an increase

in the service required under the Service Contract; discovery of fraud or material misrepresentation by you in obtaining the Service Contract or in the presentation of a claim for service; the discovery of an act or omission, or a violation of any condition of the Service Contract by you which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the service required under the Service Contract which occurs after the purchase of the Service Contract and substantially and materially increases the service required beyond that contemplated at the time the Service Contract was purchased.

No cancellation of this Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to You.

New Hampshire: In the event You do not receive satisfaction under this Residential Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: We will pay You a 10% per month penalty, based upon the purchase price of the Residential Service Contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

New Mexico: If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: We may cancel this Residential Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Residential Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Residential Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Residential Service Contract and substantially and materially increased the service required under the Residential Service Contract: an act or omission; or a violation of any condition of the Residential Service Contract.

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North Carolina: **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: We may only cancel this Residential Service Contract for non-payment of the purchase price of the Contract or a direct violation of the Contract by You.

Oklahoma: The Warranty Association is Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>, 1-877-407-3895, Oklahoma Identification #509327080. This is not an insurance contract. Coverage afforded under this Residential Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED:** 1. **Cancellation by You** is replaced with the following: You may cancel Your Residential Service Contract at any time by informing Us. If You cancel this Residential Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Contract purchase price. If You cancel this Residential Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less the actual cost of any service provided under the Contract. 2. **Cancellation by Us** is amended as follows: If We cancel this Residential Service Contract, return of the purchase price shall be based upon one hundred percent (100%) of unearned pro-rata purchase price less the actual cost of any service provided under the Residential Service Contract.

Oregon: This Residential Service Contract is an agreement between the Obligor/Provider, Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>; 1-877-407-3895 and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **TO OBTAIN SERVICE** - If You

need to file a Claim under this Service Contract, You must obtain prior authorization by calling 1-877-407-3895. Failure to obtain prior authorization may result in non-payment. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended to add: If the purchase of this Residential Service Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Residential Service Contract purchase price financed if claims have been paid by Us.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Utah: This is a Residential Service Contract, not an insurance policy. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The Provider/Obligor is RWS Home Service Contracts, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://RWSAhomeservicecontracts.com/>; 1-877-407-3895. This Residential Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **TERMS OF COVERAGE** the following is added to 3. - unless the appliance is needed for medical reasons. If you must pay for emergency repairs outside of normal business hours, call the toll-free number provided to You in this Service Contract or email us with your Service Contract information and receipts for expenses incurred at ServiceLine@PorchWarranty.com to arrange for reimbursement. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** - Is

amended as follows: We may only cancel this Residential Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Residential Service Contract for material misrepresentation or a substantial breach of contractual duties, such

cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Residential Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. In such case You will be entitled to a pro rata refund and will not be charged a cancellation fee.

Virginia: If any promise made in the Residential Service Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.html> to file a complaint.

Wisconsin: **THIS RESIDENTIAL SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Residential Service Contract/Contract" are hereby deleted and replaced with "Service Contract". **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** - 1. **Cancellation by You** and 2. **Cancellation by Us** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Covered Property which is not covered under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service

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Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

Wyoming: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Residential Service Contract to Us. **Cancellation by Us** during the first thirty (30) days is deleted in the first sentence in this section. The following sentence is added: RWSA will mail a written notice of cancellation to You at the last known address contained in Our records at least ten (10) days prior to cancellation by Us.

13. PRIVACY POLICY

The trust of Our customers is RWSA's most valuable asset. RWSA safeguards that trust by keeping

nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy. Below is RWSA's privacy pledge to our customers:

Information We May Collect

RWSA may collect nonpublic personal information about you from the following sources.

Information we receive from You (or is provided to Us on your behalf) on applications and other forms, such as your name, address, telephone number, and size of Your house; and Information about your transactions with the companies of RWSA or other non-affiliated parties, such as your name, address, telephone number, age, coverages under insurance policies, manufacturers' warranties, transaction, claims, and payment history.

Information We May Disclose and To Whom We May Disclose Information

The nonpublic personal information RWSA may collect as described above may be disclosed in order to deliver products and services to you, provide customer service, or administer your account.

Disclosures Permitted by Law

RWSA may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliated and non-affiliated

parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or state regulatory authorities.

Information Regarding Former Customers

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

Our Security Procedures

RWSA restricts access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

Full privacy policies are available at:

<https://residentialwarrantyservices.com>,
<https://RWSofamerica.com/>,
<https://residentialwarrantyhomeprotection.com>, <http://RWSofcanada.ca>, and
<https://homewarrantycalifornia.net/benefits/>