

## Registration Page

SKU:		Plan Number:	
<b>CONTRACT HOLDER INFORMATION</b>			
Name:		Phone:	
Address:			
City:	State:	Zip:	
<b>CONTRACT INFORMATION</b>			
Purchase Date:		Purchase Price:	
Term of Contract:		System Type:	
Model:		Serial Number:	
<b>CONTRACTOR INFORMATION</b>			
Name:		Business Name:	
Phone:		Email:	
Address:			
City:	State:	Zip:	

We encourage you to store your new Labor Contract in a safe place. This document contains important numbers needed in the event of a service call. In the case of a needed service call please call the installing contractor above first, then you or the contractor should submit the invoice to the obligor prior to work being performed via the Filing a Claim process listed on page 3.

# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

### 1. TERMS

**Aggregate Limit of Liability.** Each claim is only covered for the labor amounts for covered repairs, capped at the hourly rates listed herein (or by bid, where applicable), as well as prorated materials allowances where applicable as listed herein.

**Claim.** Any time a current, covered failure is reported to the Administrator by the Contract Holder.

**Non-claim.** Any time an incident outside of coverage is reported to the Administrator by the Contract Holder.

**Contract.** This term is only used to describe your residential service contract/home protection plan and should not be given any additional meaning or interpretation beyond those given here. **This is not a contract of insurance; it is a service agreement. This is not a written warranty.** See additional terms and conditions for more details. This service contract is a contract of adhesion, unilaterally presented by the Provider to the Contract Holder. Payment or acceptance of coverage indicates acceptance of the terms and conditions. This contract may not be modified except by the Provider with Thirty (30) days prior written notice to the Service Contract Holder.

**Contract Holder.** The person or persons to whom the benefit of the service contract from the Obligor is owed.

**HVAC Package.** The HVAC products/services purchased from your Contractor upon which coverage here is tied. A Package includes one complete system (Condenser, Furnace, heat pump, attached air handlers) Each additional system will require an additional service contract. **In the case of mini-spit ductless and/or ductless VRF, a package will include a maximum of 3 indoor heads. Additional indoor heads may require additional service contracts.**

**System Types:** Condenser and Air Handler/ Coil, Heat Pump and Air Handler/Coil, Condenser/Furnace/Coil, Heat Pump, Furnace and Coil, Packaged Unit (combined Condenser and Air Handler/ Coil), Single Zone Ductless Mini-Split (Condenser and Indoor Head), Multi Zone Ductless Mini-Split (Condenser and Indoor Heads), Ductless VRF (Condenser and Air Handler/Coil)

**PORCH Extended Labor Warranty.** is a residential service contract sold by Porch.com, Inc. ("Porch").

**Porch Extended Labor Warranty** is administered by RWS of America, LLC ("Administrator")

**Coverage for Porch Extended Labor Warranty is provided by: Residential Warranty Services, Inc. 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", "Obligor", "service company")**

**Contractor.** The installing contractor of the unit(s)

**Term.** The term of the coverage under the Contract is equal to 10yrs.

### 2. COVERAGE

The coverage applies to labor for repairs and replacements of HVAC products and associated components. **Material costs and labor for anything not listed here is not covered; this contract covers all items as described and excludes all others.** Provider will cover the labor portion of any manufacturer-covered repair necessary during the Term due to installation defects, product failures, or repairs necessary due to normal wear and tear. **There are no optional coverages with this contract;** in other words, your contract includes all components listed in this contract without paying additional fees. The coverage in this contract applies only to the property listed and the associated HVAC products that were installed immediately prior to this Contract's start date at the property and **explicitly excludes all other components of the home or any other structures on or off the property as well as any HVAC products not replaced as a part of the HVAC installation package.** Coverage begins 91 days after your Extended Labor Warranty is purchased. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. If this applies, Provider will cover labor (**up to \$125 per hour up to 10 hours per claim**) for covered repairs, determined at Provider's sole discretion. Provider will pay the full cost of labor (**up to \$125 per hour**) for reasonable repairs, determined at Provider's sole discretion, to repair any

defective products included in the HVAC installation that have failed due to product defect or normal wear and tear. Provider will make every reasonable effort to assist in product warranty claims with the original manufacturer. The labor rates for extensive repairs beyond 10 hours of labor may be reduced where typical rates for repair contractors to perform partial or complete HVAC repair or replacement projects are less costly. Provider requires the use of the installing contractor and may only provide a different contractor in the event the installing contractor is unable to perform repairs due to no longer being in business, death, prolonged illness, or any other preventative circumstance. Any contractor except the installing contractor listed above must be approved prior to commencing repairs/replacements as necessary for any covered repair.

**Uncovered Parts Allowance:** A Parts allowance of \$300.00 for all items not covered under your manufacturer's warranty including but not limited to: filters, capacitors, refrigerant up to **\$35.00/pound**, materials needed for installation of new parts, vacuum pumping, and oil.

**System Accessories:** This coverage extends only to Accessories installed with the HVAC Package including Thermostats, Controllers, and Heat Kits. Note that battery changes on thermostats are not covered.

### 3. EXCLUSIONS

**Provider or any of its affiliates are not liable for any of the following:**

- **Failures related to inadequate venting or drainage in wall cavities.**
- **Damage from causes other than normal wear and tear, product defects, and/or manufacturing defects, such as; Structural Damage, settlement, movement, defects in the building foundation or walls, or defects in the wall(s) in which the HVAC was installed.**
- **Any Insurable damage; Acts of nature, hail, fire, usages outside of the standards listed in the manufacturer's instructions. Impact from foreign objects.**
- **Any other home components that were not a part of the HVAC installation package.**
- **Damage to the interior or exterior of the building, including any consequential damage by leaks, defects, or mold.**

# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

- **Damage to ductwork, external line sets, piping, and high or low voltage wiring external of the equipment.**
- **Damage due to a lack of manufacturer specified maintenance. Failure to maintain the product in accordance with the manufacturer's maintenance instructions may result in denied coverage.**

#### 4. LIMITATIONS

Decisions as to the extent of repair and the reasonable labor cost of any work needed under this Contract will be made at Provider's or the Administrator's sole discretion, and only up to the extent that the original manufacturer has determined that coverage for the material costs will be provided. **If no coverage is provided by the Manufacturer for materials on a covered claim with Provider, there is no coverage hereunder for materials unless verified by Provider to be a bona fide installation defect directly related to the installation of the materials coinciding with this contract's implementation excluding any issues arising from underlying issues not evident to the installer.** Any materials coverage from Provider or the Administrator will be made on a prorated basis calculated based on the original Manufacturer's warranty term. Provider, the Administrator, or the Obligor are not responsible for the manufacturer's obligations under their warranty for parts and materials. Any repairs made do not extend the Term.

#### 5. FILING A CLAIM

All claims must be made between the date of contract commencement at noon and the date of expiration at midnight without exception. The Contract Holder is entitled to service beyond the date of the service contract's expiration so long as the claim has been filed within the service contract period within 30 days (about 4 and a half weeks) of noticing the problem any of the following ways:

By Telephone: 877-814-2479

By Email:

[extendedlabor@porchwarranty.com](mailto:extendedlabor@porchwarranty.com)

By mail: Attn: Labor Warranty Department, 2024 W 15th St Suite F-PBM #345, Plano, TX 75075. You will receive communication from Porch staff within 24 hours of submitting a claim. Please note that the installing contractor will be dispatched and the contract holder or the installing contractor must submit the following:

- The cause of the malfunction.
- The manufacturer approval/denial for the repair (including what components need repair or replacement and for what reason)
- Each components' corresponding price (broken into material costs and labor costs without markup beyond the retail rates available); and
- The total number of hours the job will take as well as the hourly rate being charged.

Once the above documentation is received, your claim will be processed within 10 business days. Administrator may, at its option, send out a representative to assess the HVAC. If this option is exercised, a summary of such assessment will be provided along with instructions for claims with the manufacturer's warranty. Be advised, most Manufacturer's warranties have the same 30-day period for notification. **Note: Notice** to the original installer or the manufacturer is NOT notice to Administrator.

#### 6. TRANSFERABILITY

This Plan covers the property owner, excluding the builder or installer, listed on the warranty itself and the first subsequent owners thereafter when transferred as outlined in this section. This limited warranty may be transferred only once during the Term and the subsequent service contract holder will only receive the remainder of coverage therein. This plan must be transferred directly, not indirectly, with written confirmation provided by the SECOND OWNER to Administrator within one year of the transfer. If notification is not received at 2024 W 15th St Suite F-PBM #345, Plano, TX 75075 within one year, this Plan is immediately canceled without refund to the Contract Holder.

#### 7. LIMITS OF LIABILITY

- **Porch, the administrator, and the obligor are not responsible for the cost to gain access or close access to a covered item except where specified.** Additional costs may be incurred by the property owner for modification, removal, and re-installation of building materials to affect a HVAC repair or replacement.
- **Porch, the administrator, and the obligor do not cover items where environmental issues arise such as lead, mold, or asbestos. Provider is not responsible for the presence of lead, mold, asbestos, or any other environmental hazard nor the removal of the same.**
- Porch, the administrator, and the obligor do not cover consequential or secondary damage caused by malfunctions of covered items except where specified. Porch, the administrator, and the obligor are not an insurer.
- **Repairs necessary because of any act of nature, misuse, abuse, lack of maintenance, improper installation, wind, rain, tornado, fire, hurricane, riots, civil commotion, or any other outside influence, natural or unnatural, including a previous contractor's work (acts prior to this installation or underlying materials), are not covered under this contract.**
- Certain causes and events out of the Provider's control may result in the inability to perform, in whole or in part. If this occurs, their obligations shall be suspended to the extent necessary for such an event and, in no way shall they be liable to the contract holder or any party for its failure to fulfill its obligations or for damages caused. Events include, but are not limited to, acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, other natural disasters, acts of terrorism, acts of any governmental agency, accidents, strikes, labor troubles, shortages in supply, changes in law, rules, or regulations of any governmental authority, and any other cause beyond Provider or Administrator's reasonable control.
- Porch, the administrator, and the obligor are not the servicing contractor; Any statement made by a contractor is their personal opinion and not binding on Provider or Administrator, including any statements regarding coverage or extent of coverage under the contract.



# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

• Porch, the administrator, and the obligor are only responsible for standard labor costs of the repair covered by the applicable warranty, not to exceed \$125 per hour, unless otherwise stated, even if the best option for the Contract Holder is a full replacement or a more extensive repair. Should the Contract Holder wish to replace their HVAC or allow a repair beyond what the manufacturer warranty or this contract covers, they will not receive any additional coverage from Porch, the administrator, or the obligor beyond the explicitly covered repairs listed herein which may be taken as cash in lieu of repair.

• Before filing a claim with the administrator, the failure must be filed on all other warranties in place first. If a third-party warranty, including a manufacturer's warranty, applies to part or all of the covered failure, coverage hereunder will be tied only to the repairs covered by the third-party warranty, with Provider responsible only for the labor costs not covered by that third party warranty on the covered repair, unless otherwise stated, as determined by Administrator. Written approval or denial of the third-party warranty must be submitted to process your claim under this contract.

• For coverage to apply hereunder, the Contract Holder must purchase this Contract during or within six (6) months of the original installation.

### 8. ADDITIONAL TERMS AND CONDITIONS

All Claims and disputes regarding this contract or its provisions shall be governed, construed, and enforced in accordance with the laws of Hamilton County, in the state of Indiana. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having authority therein. Contract Holders may have other legal rights that vary from state to state and so are responsible for informing themselves of the laws of their jurisdiction and compliance therewith.

The administrator of this contract is: RWS of America a Porch owned company located at 2024 W 15th St Suite F-PBM #345, Plano, TX 75075 ("RWSA"). Toll-Free 1-877-814-2479. The contract terms expressly listed herein constitute the entire agreement between Porch, the administrator, the

obligor, and the Contract Holder. Any claim, dispute or controversy regarding this contract or the relationship among the parties, by or on behalf of the Contract Holder, will take place individually. Class actions, collective actions, and other similar representative proceedings of any kind or nature are not permitted. By entering into this contract, you agree to bring claims against Porch or its affiliates only in your individual capacity. Any failure by Porch, the administrator, or the obligor to assert a right or enforce a requirement under this contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude them from asserting any right or enforcing any requirement at any time. If any provision of this contract is held to be illegal, invalid, or unenforceable, for any reason, that provision shall be limited or eliminated to the minimum extent necessary so that this contract shall otherwise remain in full force and effect and enforceable. Any provision nullified will result in the elimination of any coverage pertaining to such provision. This contract contains all terms and conditions including those regarding services to be provided, limitations, exceptions, and conclusions. Contract Holder must comply with manufacturer's instructions for maintenance and installation of components for failures to be covered. This service contract is not mandatory as a part of any real estate transaction, financing package, or otherwise and may be waived prior to its acceptance. The Administrator will process cancellations and refunds as follows: **1) All Cancellations within the first 30 days of enrollment will receive a full refund.** 2) For all other cancellations, the total contract price paid prorated based on a ten-year term, with the unearned amount being refunded less both an administrative fee equivalent to 10% of the total contract price and claims costs incurred by Porch, the administrator, or the obligor on the contract, regardless of whether paid directly to the contract holder or a third party. All open and pending claims will be canceled as of the date the contract is canceled and the contract holder understands they will have no rights to any payments, services, or repairs that may have otherwise been due thereunder. This contract costs an additional fee that is separate and apart from the purchase price paid for the covered part, home, unit, system, or appliance. Because of

that separately stated consideration this Plan is not part of the basis of the bargain for your purchase of the covered home nor the HVAC installation package. We, the Administrator/ Obliger hereunder, are not the supplier of the covered part, home, unit, system, or materials. Consequently, this contract is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

**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 (2024 W 15th St Suite F-PBM #345, Plano, TX 75075)

<https://rwshomeservicescontracts.com/>

AK, CO, DE, ID, IN, KS, MD, ME, MI, MS, MT, ND, NE, NJ, OH, PA, RI, SD, TN, WV: RWS of America, LLC. (2024 W 15th St Suite F-PBM #345, Plano, TX 75075) <https://www.rwsamerica.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 (2024 W 15th St Suite F-PBM #345, Plano, TX 75075) <https://residentialwarrantyhomeprotection.com;>

CA: Residential Warranty Home Protection of California, INC. (2024 W 15th St Suite F-PBM #345, Plano, TX 75075)

<https://www.homewarrantycalifornia.com/>

**Alabama: This is a Residential Service Contract, not an insurance policy. 8. ADDITIONAL TERMS AND CONDITIONS** 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. 8. ADDITIONAL TERMS AND**

# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

**CONDITIONS** 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.

**ADDITIONAL TERMS AND CONDITIONS** subparagraph 2 is replaced with the following:

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 of fifty dollar (\$50) or 10% of the contract purchase price, whichever is less, less claims paid.

The last sentence under 1. Terms Contract is replaced with the following:

**RWSA reserves the right to update or modify the Terms and Conditions of this Residential Service Contract at renewal upon thirty (30) days written notice.**

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Residential Warranty Home Protection, LLC (2024 W 15th St. Suite F-PBM #345, Plano, TX 75075) <https://www.residentialwarrantyhomeprotection.com/>, (855) 683-8279 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. **8. ADDITIONAL TERMS AND CONDITIONS** This Residential Service Contract may be cancelled by the Contract Holder if the home is sold or destroyed.

**Georgia: 8. ADDITIONAL TERMS AND CONDITIONS** 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. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the contract.

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 Provider cancels the contract, 100% of the unearned pro rata purchase price less any claims paid will be refunded or credited to the contract holder.

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.

The obligations of the provider are backed by a bond issued by Capitol Indemnity Corporation 1600 Aspen Commons, Middleton, WI 53562-4718. If the provider fails to pay a claim or provide service within 60 days after proof of loss has been received, the contract holder shall be entitled to make a direct claim against the bond at 11205 Lebanon Rd #313, Mount Joliet, TN 37122.

### Iowa: COVERAGE:

This Residential Service Contract provides coverage for labor, 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 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 sections also mention conditions and circumstances not covered by this Residential Service Contract.

OEM parts will be used unless OEM parts are not available. In the case where OEM parts are not available, We may use rebuilt, remanufactured, off-brand or reconditioned parts

**8. ADDITIONAL TERMS AND CONDITIONS** 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 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)**



# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

**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:**

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](mailto: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 **8. ADDITIONAL TERMS AND CONDITIONS** 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. If We cancel this contract, no cancellation fee will be charged.

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:** **8. ADDITIONAL TERMS AND CONDITIONS** 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. **8. ADDITIONAL TERMS AND CONDITIONS** 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. Cancellation notice will be mailed to the Contract Holder at the last known address at least 15 days prior to the cancellation date 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. **8. ADDITIONAL TERMS AND CONDITIONS** 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.

**North Carolina:** **8. ADDITIONAL TERMS AND CONDITIONS** 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.

# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

**New York: 8. ADDITIONAL TERMS AND CONDITIONS** If a cancellation is requested within 30 days (about 4 and a half weeks) of receiving the contract and qualifies for a refund under **8. ADDITIONAL TERMS AND CONDITIONS** (Pg.3), no administrative fee will be levied and a 10% penalty will be added to the refund amount if not made within 30 days (about 4 and a half weeks) of the return of the contract to the provider.

**Oklahoma:** The Warranty Association is Residential Warranty Home Protection, LLC (2024 W 15th St. Suite F-PBM #345, Plano, TX 75075) <https://www.residentialwarrantyhomeprotection.com/>, (855) 683-8279, Oklahoma Identification #517073182. This is not an insurance contract. Coverage afforded under this Residential Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **8. ADDITIONAL TERMS AND CONDITIONS:** **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.

**b. Oregon:** This Residential Service Contract is an agreement between the Obligor/Provider, Residential Warranty Home Protection, LLC (2024 W 15th St. Suite F-PBM #345, Plano, TX 75075) <https://www.residentialwarrantyhomeprotection.com/>; (855) 683-8279 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. **FILING A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain prior authorization by calling (855) 683-8279 or email [extendedlabor@porchwarranty.com](mailto:extendedlabor@porchwarranty.com). Failure to obtain prior authorization may result in non-payment. **8. ADDITIONAL TERMS AND CONDITIONS** Cancellation by Us is replaced in its entirety by the following: 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 will mail cancellation notice to Your last known address at least 15 days in advance of the cancellation effective date.

**8. ADDITIONAL TERMS AND CONDITIONS** 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 (2024 W 15th St. Suite F-PBM #345, Plano, TX 75075) <https://www.rwshomeservicescontracts.com/>, (855) 683-8279. 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. **2. COVERAGE** the following is added at the end of the

section. - 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](mailto:ServiceLine@PorchWarranty.com) to arrange for reimbursement. **8. ADDITIONAL TERMS AND CONDITIONS** - 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.

Pre-existing conditions are not covered by this contract.

**Virginia:** If any promise made in the Residential Service Contract has been denied or has not been honored within 60 days (about 2 months) 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.

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Residential Service Contract. LIMITS OF LIABILITY AND EXCLUSIONS - What is excluded from coverage is limited to that which is expressly stated under the "LIMITS OF LIABILITY AND EXCLUSIONS" sections of this Residential Service Contract which occurred while owned by you.

**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". **8. ADDITIONAL TERMS AND CONDITIONS** - 1.

# GENERAL TERMS AND CONDITIONS

## Porch HVAC Extended Labor Warranty Program

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

**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 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: 8. ADDITIONAL TERMS AND CONDITIONS** 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.

### 9. PRIVACY POLICY

The trust of Our customers is RWSA's most valued 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://rwscanada.ca/>, <https://www.residentialwarrantyhomeprotection.com/>, and <https://www.homewarrantycalifornia.com/>