

COVERAGE SUMMARY

This Coverage Summary discusses included coverage, exclusions, and limitations for the repair, replacement, or maintenance of Covered Equipment. Direct Energy shows examples of components and services “not covered” to assist Your understanding under this Contract, and examples are not exhaustive. **Your coverage depends upon the Plan you selected. Your selected Plan is listed in the Coverage Selected section of this Coverage Letter, and specific coverages, limitations, and exclusions for Your Plan(s) are found below. Additional coverages, limitations and exclusions are found in the Terms and Conditions of Your Contract.**

Heating & Cooling

Maintenance Only Plans

Heating & Cooling Maintenance Essentials Plan

If You selected a Heating & Cooling Maintenance Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term) **and** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Heating or Cooling Maintenance Essentials Plan

If You selected a Heating or Cooling Maintenance Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term) **OR** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Repair Only Plans

Heating & Cooling Repair Essentials Plan

If You selected the Heating & Cooling Repair Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Heating & Cooling Repair Essentials Plan covers (i) one (1) gas furnace, oil or electric heater or boiler, including a heat pump, or geothermal system, (ii) one (1) ducted electric central air unit, water evaporative cooler, or geothermal system **and** (iii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth in the Terms and Conditions.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. **These are “Repair” Plans only and does not provide replacement coverage.**

Heating or Cooling Repair Essentials Plan

If You selected the Heating or Cooling Repair Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Heating or Cooling Repair Essentials Plan covers (i) either one (1) gas furnace, oil or electric heater or boiler, including a heat pump, or geothermal system **OR** one (1) ducted electric central air unit, water evaporative cooler, or geothermal system and (ii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth in the Terms and Conditions.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. **These are “Repair” Plans only and does not provide replacement coverage.**

Heating & Cooling Repair Essentials PLUS Plan

If You selected the Heating & Cooling Repair Essentials PLUS Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Heating & Cooling Repair Essentials Plan covers (i) one (1) gas furnace, oil or electric heater or boiler, including a heat pump, or geothermal system, (ii) one (1) ducted electric central air unit, water evaporative cooler, or geothermal system and (iii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth the Terms and Conditions attached herein. If Your Authorized Repair Technician determines that the covered HVAC system is deemed irreparable, then We will give You a credit of **\$500** towards a replacement product or system by Your Authorized Repair Technician.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Heating or Cooling Repair Essentials PLUS Plan

If You selected the Heating or Cooling Repair Essentials PLUS Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Heating Repair Essentials Plan covers (i) either one (1) gas furnace, oil or electric heater or boiler, including a heat pump, or geothermal system **OR** one (1) ducted electric central air unit, water evaporative cooler, or geothermal system and (ii) all components and parts located within the covered unit and which are necessary for the operation of the covered unit (including the thermostat and zoning system control panel), in each case, up to the limits set forth the Terms and Conditions attached herein. If Your Authorized Repair Technician determines that the covered HVAC system is deemed irreparable, then We will give You a credit of **\$500** towards a replacement product or system by Your Authorized Repair Technician.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Repair & Maintenance Plans

Heating & Cooling Repair & Maintenance Essentials Plan

If You selected the Heating & Cooling Repair & Maintenance Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers: (i) repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term), (iii) repairs to the components and parts located within one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, and (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. These are “Repair” Plans only and do not provide replacement coverage.

Heating or Cooling Repair & Maintenance Essentials Plan

If You selected the Heating or Cooling Repair & Maintenance Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers (i) either repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **OR** one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **and** (ii) either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term) **OR** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. These are “Repair” Plans only and do not provide replacement coverage.

Heating & Cooling Repair & Maintenance Essentials PLUS Plan

If You selected the Heating & Cooling Repair & Maintenance Essentials PLUS Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers (i) repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term), (iii) repairs to the components and parts located within one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, and (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). If Your Authorized Repair Technician determines that the covered HVAC system is deemed irreparable, then We will give You a credit of **\$500** towards a replacement product or system by Your Authorized Repair Technician. *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Heating or Cooling Repair & Maintenance Essentials PLUS Plan

If You selected the Heating or Cooling Repair & Maintenance Essentials PLUS Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers (i) either repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **OR** one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **and** (ii) either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term) **OR** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). If Your Authorized Repair Technician determines that the covered HVAC system is deemed irreparable, then We will give You a credit of **\$500** towards a replacement product or system by Your Authorized Repair Technician. *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan.

Heating & Cooling New Installation Repair & Maintenance Essentials Plan

The Plan is only available on new installations of heating and/or cooling systems installed by a Direct Energy affiliate or a franchisee of a Direct Energy affiliate at the Covered Property. This Plan will **NOT** auto-renew after ten (10) consecutive one-year terms.

If You selected the Heating & Cooling New Installation Repair & Maintenance Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers (i) repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, (ii) one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term), (iii) repairs to the components and parts located within one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system, **and** (iv) one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). **Per incident and aggregate limits listed in the Terms and Conditions do not apply to this Plan only.** Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. **These are "Repair" Plans only and do not provide replacement coverage.**

Heating or Cooling New Installation Repair & Maintenance Essentials Plan

The Plan is only available on new installations of heating or cooling systems installed by a Direct Energy affiliate or a franchisee of a Direct Energy affiliate at the Covered Property. This Plan will **NOT** auto-renew after ten (10) consecutive one-year terms.

If You selected the Heating **or** Cooling New Installation Repair & Maintenance Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers (i) either repairs to the components and parts located within one (1) gas or oil furnace, boiler, electric heater, including the air handler, or geothermal system (in each case including the thermostat and zoning system control panel), to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **OR** one (1) ducted electric central air unit or water evaporative cooler to the extent such system is inoperative due to normal wear and tear and such repairs (in the reasonable opinion of Us) are necessary to the proper operation of such system **and** (ii) either one (1) heating maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term) **OR** one (1) cooling maintenance visit by an Authorized Repair Technician during the initial Term (and each renewal Term). **Per incident and aggregate limits listed in the Terms and Conditions do not apply to this Plan only.** Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.

The following items are excluded from coverage: ductwork and grilles, zoning system dampers, flues, vents, drain lines, air and fuel filters, electronic air cleaners, humidifiers, condensate pumps, window air conditioners, consumable items, including but not limited to, refrigerant, filters, batteries, fuses and plumbing, geothermal ground loop, gas and electrical piping to and from the unit including valves, in each case, unless covered under another Plan. **These are "Repair" Plans only and does not provide replacement coverage.**

Plumbing

Maintenance Only Plans

Plumbing Maintenance Essentials Plan

If You selected a Plumbing Maintenance Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers one (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). Please call Us at 1-855-334-3577 to schedule Your maintenance appointment. **This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.**

Repair Only Plans

Plumbing Repair Essentials Plan

If You selected the Plumbing Repair Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan. **This is a "Repair" Plan only and does not provide replacement coverage.**

Plumbing Repair Essentials DELUXE Plan

If You selected the Plumbing Repair Essentials DELUXE Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, plus toilet wax ring seals, valves for shower, tub and diverter, angle stops, risers, gate valves, hose bibs, circulating pumps, and mechanisms within: the faucets; fixtures; toilet tanks; and toilet bowls; up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposals, well pump, well pressure or storage tank and water filtration or softening equipment. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility. **This is a "Repair" Plan only and does not provide replacement coverage.**

Water Heater Repair Essentials Plan

If You selected the Water Heater Repair Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in Your Terms & Conditions.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and flues & venting. This is a "Repair" Plan only and does not provide replacement coverage.

Water Heater Repair Essentials PLUS Plan

If You selected the Water Heater Repair Essentials PLUS Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in Your Terms & Conditions. If Your Authorized Repair Technician determines that the water heater is deemed irreparable, then We will give You a credit of **\$500** towards a replacement water heater by Your Authorized Repair Technician.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and flues & venting.

Repair & Maintenance Plans

Plumbing Repair & Maintenance Essentials Plan

If You selected the Plumbing Repair & Maintenance Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers (i) the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in Your Terms and Conditions, **and** (ii) (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Plumbing Repair & Maintenance Essentials DELUXE Plan

If You selected the Plumbing Repair Essentials DELUXE Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, plus toilet wax ring seals, valves for shower, tub and diverter, angle stops, risers, gate valves, hose bibs, circulating pumps, and mechanisms within: the faucets; fixtures; toilet tanks; and toilet bowls, up to the limits set forth in Your Terms and Conditions, **and** (ii) (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposals, well pump, well pressure or storage tank and water filtration or softening equipment. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility. This is a "Repair" Plan only and does not provide replacement coverage.

Plumbing Repair & Maintenance Essentials Plan and Water Heater Repair Essentials Plus Plan

If You selected the Plumbing Repair & Maintenance Essentials Plan and Water Heater Repair Essentials PLUS Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers (i) the repair of leaks and/or stoppages from the interior water, waste, or drain line from the drainage system from the main shut-off valve to the shut-off valve at each fixture including water, waste, or drain lines that are concrete encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in Your Terms and Conditions, **and** (ii) (1) plumbing maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). The Plan also covers components and parts that are a part of one (1) residential water heater and which are necessary for operation of the water heater, up to the limits set forth in Your Terms & Conditions. If Your Authorized Repair Technician determines that the water heater is deemed irreparable, then We will give You a credit of **\$500** towards a replacement water heater by Your Authorized Repair Technician. *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture up to and including, plumbing fixtures, exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposal, well pump, well pump pressure or storage tank, water filtration or softening equipment and toilets. Gas and electrical piping to and from the water heater, in each case except as covered in this or another Plan, and flues & venting. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under the Plan.

Electric/Surge

Electric Maintenance Essentials Plan

If You selected an Electric Maintenance Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers one (1) annual electric maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

This is a MAINTENANCE ONLY Plan and does NOT cover any repair or replacement.

Electric Repair Essentials Plan

If You selected the Electric Repair Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers hard-wired items only, including general wiring, meter boxes owned by You, fuse box(s) (primary and secondary), circuit breaker panels (primary and secondary), circuit breakers, switches and receptacles and low voltage wiring for door bells, alarm systems and smoke/co2 detectors up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: any repair or replacement of any part of a heating or cooling system, meter boxes located outside the home or owned by others, fixtures, telephone wiring, door bells or chime kits, smoke/co2 detectors, surge protectors, any wiring or other electrical items located outside of the Covered Property. **This is a “Repair” Plan only and does not provide replacement coverage.**

Electric Repair & Maintenance Essentials Plan

If You selected an Electric Repair & Maintenance Essentials Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers hard-wired items only, including general wiring, meter boxes owned by You, fuse box(s) (primary and secondary), circuit breaker panels (primary and secondary), circuit breakers, switches and receptacles and low voltage wiring for door bells, alarm systems and smoke/co2 detectors up to the limits set forth in Your Terms and Conditions. Your Plan also covers one (1) annual electric maintenance visit by an Authorized Repair Technician during the initial Term (and any renewal Term). *Please call Us at 1-855-334-3577 to schedule Your maintenance appointment.*

The following items are excluded from coverage: any repair or replacement of any part of a heating or cooling system, meter boxes located outside the home or owned by others, fixtures, telephone wiring, door bells or chime kits, smoke/co2 detectors, surge protectors, any wiring or other electrical items located outside of the Covered Property. **This is a “Repair” Plan only and does not provide replacement coverage.**

Surge Protection Plan

If You selected a Surge Protection Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan will reimburse You for the cost of repair or replacement of mobile electronics, home electronics and Home Appliances within the Covered Property that are damaged by an Electrical Surge as described in and up to the limits set forth in Your Terms and Conditions.

The following items, repairs or replacements are excluded from coverage: (i) any repair or replacement of any part of an electrical system including fuse boxes, circuit breakers, and/or heating and cooling systems; (ii) any repair or replacement of Covered Equipment or other items in the home damaged as the result of anything other than an Electrical Surge; (iii) items not operational prior to the start of the Term of the Plan Start Date; (iv) items that cannot be replaced with like kind and quality, such as antiques; (v) items owned by third parties; (vi) items not located on the Covered Property; (vii) power tools; (viii) additional expenses, such as the Qualified Service Provider’s travel charges, not covered in standard service call rate; and (ix) expenses recoverable under product or other add-on home warranty coverage. **Not all Plans are offered in all areas. For information on whether Surge Protection is offered in Your area, please contact Direct Energy at www.directenergyprotects.com, or the number listed above.**

Electric Repair Essentials and Surge Protection Plan

If You selected an Electric Repair Essentials and Surge Protection Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers hard-wired items, including general wiring, meter boxes owned by You, fuse box(s) (primary and secondary), circuit breaker panels (primary and secondary), circuit breakers, switches and receptacles and low voltage wiring for door bells, alarm systems and smoke/co2 detectors up to the limits set forth in Your Terms and Conditions. The Plan also will reimburse You for the cost of repair or replacement of mobile electronics, home electronics and Home Appliances within the Covered Property that are damaged by an Electrical Surge as described in and up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: meter boxes located outside the home or owned by others, fixtures, telephone wiring, door bells or chime kits, smoke/co2 detectors, surge protectors, any wiring or other electrical items located outside of the Covered Property, any repair or replacement of any part of a heating or cooling system, any repair or replacement of Covered Equipment or other items in the home damaged as the result of anything other than an Electrical Surge; items not operational prior to the start of the Term of the Plan Start Date; items that cannot be replaced with like kind and quality, such as antiques; items owned by third parties; items not located on the Covered Property; power tools; additional expenses, such as the Qualified Service Provider’s travel charges, not covered in standard service call rate; and expenses recoverable under product or other add-on home warranty coverage.

Water & Sewer

External Water Line and Sewer & Septic Line Repair Essentials BASIC Plan

If You selected the External Water Line and Sewer & Septic Line Repair Essentials BASIC Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan provides that We will arrange for an Authorized Repair Technician to repair leaks or breaks due to normal wear and tear, and for sewer and septic line normal wear and tear and tree roots of (i) the portion of the water service line that You own **and** (ii) the portion of the sewer/septic line that You own, up to the limits set forth here and in Your Terms and Conditions. For water lines, coverage is provided from the utility’s point of responsibility or from Your well pump discharge line (**excluding the casement/pitless adapter**) to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility’s point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order on the Plan Start Date to be eligible for coverage.

Coverage is provided up to a maximum aggregate limit of **\$5,000 each Term** for each covered line (water or septic/sewer). The aggregate limit includes the cost of any permits required to perform services under this Contract as well as a maximum of **\$500 each Term** to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

The following items are excluded from coverage: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or

connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. This is a "Repair" Plan only and does not provide replacement coverage.

External Water Line or Sewer & Septic Line Repair Essentials BASIC Plan

If You selected the External Water Line or Sewer & Septic Line Repair Essentials BASIC Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan provides that We will arrange for an Authorized Repair Technician to repair leaks or breaks due to normal wear and tear or tree roots of (i) the portion of the water service line that You own OR (ii) the portion of the sewer/septic line that You own, up to the limits set forth here and in Your Terms and Conditions. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line (**excluding the casement/pitless adapter**) to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order on the Plan Start Date to be eligible for coverage.

Coverage is provided up to a maximum aggregate limit of **\$5,000 each Term** for the covered line (water or septic/sewer). The aggregate limit includes the cost of any permits required to perform services under this Contract as well as a maximum of **\$500 each Term** to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

The following items are excluded from coverage: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water Line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. This is a "Repair" Plan only and does not provide replacement coverage.

External Water Line and Sewer & Septic Line Repair DELUXE Plan

If You selected the External Water Line and Sewer & Septic Line Repair Essentials DELUXE Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan provides that We will arrange for an Authorized Repair Technician to repair leaks or breaks due to normal wear and for sewer and septic line normal wear tear or tree roots of (i) the portion of the water service line that You own, (ii) the portion of the sewer/septic line that You own, and (iii) the costs to repair a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, up to the limits set forth here and in Your Terms and Conditions. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line (**excluding the casement/pitless adapter**) to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order on the Plan Start Date to be eligible for coverage.

Coverage is provided for (i) up to a maximum aggregate limit of **\$5,000 each Term** for each covered line (water or septic/sewer line), (ii) up to a maximum aggregate limit of **\$5,000 each Term** for the repair of a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to each covered line (water or sewer/septic line), and (iii) up to a maximum of **\$500 each Term** to fix landscape damaged by the repairs to each covered line (water or sewer/septic line). You must provide Us proper documentation of any landscape repairs.

The following items are excluded from coverage: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair

- removal of debris or obstacles needed to access and repair Your external water line
- repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract
- updating any non-leaking portion of Your external water line to meet requirements of applicable law
- movement or repair of buried wells at above ground, well equipment or well-related components
- repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems)
- any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines
- service lines owned by any utility or connected to a commercial facility
- repairing private paved, asphalt and/or concrete surfaces or structures
- repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines)
- costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line
- thawing any frozen section of Your external water line
- service to any external sewer or septic line not connected to a public sewer system or Your septic tank
- common waste branch lines
- any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines
- repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps
- repairing any septic tank or its components or attachments, such as a pump or grinder
- moving any section of Your external sewer or septic line unless necessary to complete a covered repair
- removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures
- repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line
- updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law
- repairs to any interior pipes
- any work that cannot be performed in a safe manner
- service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes
- repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines)
- thawing any frozen section of Your external sewer or septic line. . **This is a "Repair" Plan only and does not provide replacement coverage.**

External Water Line or Sewer & Septic Line Repair DELUXE Plan

If You selected the External Water Line and Sewer & Septic Line Repair Essentials DELUXE Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan provides that We will arrange for an Authorized Repair Technician to repair leaks or breaks due to normal wear and tear or tree roots of (i) the portion of the water service line that You own, **OR** (ii) the portion of the sewer/septic line that You own. The Plan also provides coverage for the costs to repair a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, up to the limits set forth here and in Your Terms and Conditions. For water lines, coverage is provided from the utility's point of responsibility or from Your well pump discharge line (**excluding the casement/pitless adapter**) to the inlet side of the water meter or shut-off valve of the Covered Property. For sewer/septic lines, coverage is provided from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic line enters the Covered Property, at the foundation. The covered line(s) must be in proper working order on the Plan Start Date to be eligible for coverage.

Coverage is provided for (i) up to a maximum aggregate limit of **\$5,000 each Term** for the covered line (water or septic/sewer), (ii) up to a maximum aggregate limit of **\$5,000 each Term** for the repair of a section of public sidewalk or street that was required to be cut or excavated to conduct the repairs to the water or sewer/septic line, **and** (iii) up to a maximum of **\$500 each Term** to fix landscape damaged by the repairs. You must provide Us proper documentation of any landscape repairs.

The following items are excluded from coverage: moving any water meter at the time of repair, unless required by applicable law • repairing any trunk, dual or illegal lines that are connected to Your external water line • repairing clogs or blockage of Your external water line • repairs of pressure switches, meter vaults, branch lines, storage or pressure tanks • repairing any main shut-off valves that are not leaking • moving any section of Your external water line unless necessary to complete a covered repair • removal of debris or obstacles needed to access and repair Your external water line • repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Contract • updating any non-leaking portion of Your external water line to meet requirements of applicable law • movement or repair of buried wells at above ground, well equipment or well-related components • repair to any exterior water service line that branches off the main line (e.g. water systems for sprinklers, pools, hot tubs, and/or other outdoor systems) • any shared water line that provides service to multiple properties, detached houses, secondary buildings or branch lines • service lines owned by any utility or connected to a commercial facility • repairing private paved, asphalt and/or concrete surfaces or structures • repairing anything caused by improper design, installation or settlement of Your external water line (e.g. bellied lines, back-pitched lines) • costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line • thawing any frozen section of Your external water line • service to any external sewer or septic line not connected to a public sewer system or Your septic tank • common waste branch lines • any external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines • repairing or installing any devices connected to Your external sewer or septic line, such as backflow preventers, clean outs, lift stations or pumps • repairing any septic tank or its components or attachments, such as a pump or grinder • moving any section of Your external sewer or septic line unless necessary to complete a covered repair • removing any items necessary to access Your external sewer or septic line, such as debris, trash, rocks, cars or temporary structures • repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your external sewer or septic line • updating any non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law • repairs to any interior pipes • any work that cannot be performed in a safe manner • service lines owned by the municipality/utility or connected to a commercial facility or multi-family homes • repairing anything caused by improper design or installation of Your external sewer or septic line (e.g. bellied lines, settlement, shearing at the foundation or back-pitched lines) • thawing any frozen section of Your external sewer or septic line. . **This is a "Repair" Plan only and does not provide replacement coverage.**

Other

Kitchen Repair Essentials Plan

If You selected the Kitchen Repair Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance, up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Kitchen Repair Essentials PLUS Plan

If You selected the Kitchen Repair Essentials PLUS Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential: range; or oven and cooktop; kitchen refrigerator with ice maker; dishwasher; and built-in microwave, located in the kitchen, which are necessary for the operation of the covered appliance, up to the limits set forth in Your Terms and Conditions. If Your Authorized Repair Technician determines that any covered

appliance is deemed irreparable then We will give You a credit of **\$500** towards a replacement appliance by Your Authorized Repair Technician.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, unless covered under another Plan.

Laundry Room Repair Essentials Plan

If You selected the Laundry Room Repair Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential clothes washer and clothes dryer, which are necessary for the operation of the covered appliance, up to the limits set forth in in Your Terms and Conditions.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and venting, unless covered under another Plan. This is a "Repair" Plan only and does not provide replacement coverage.

Laundry Room Repair Essentials PLUS Plan

If You selected the Laundry Room Repair Essentials PLUS Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts located within one (1) of each of the following residential clothes washer and clothes dryer, which are necessary for the operation of the covered appliance, up to the limits set forth in Your Terms and Conditions. If Your Authorized Repair Technician determines that any covered appliance is deemed irreparable, then We will give You a credit of **\$500** towards a replacement appliance by Your Authorized Repair Technician.

The following items are excluded from coverage: plumbing, gas and electrical piping to and from the unit, in each case, and venting, unless covered under another Plan.

Interior Gas Line Repair Essentials Plan

If You selected the Interior Gas Line Repair Essentials Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers parts and labor costs for repairs of leaks to completely exposed interior gas pipes or connectors, up to the limits set forth in Your Terms and Conditions.

The following items are excluded from coverage: removal of items necessary to access the exposed interior gas piping, updating or moving non-leaking gas pipes to meet code, service to any exterior piping, including, but not limited to, pipes exiting the premises to the natural gas meter, underground piping outside of the main foundation of the home to gas lamps, grills and other appliances. This is a "Repair" Plan only and does not provide replacement coverage.

Direct Energy
Home Warranty of America, Inc.
P.O. Box 500
Lincolnshire, IL 60069

Direct Energy Home Comfort Collection Plan (“Protection Plan”) Terms & Conditions

SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at www.directenergyprotects.com, or by calling 1-855-334-3577.

Have your Account Number, make or model of the Covered Equipment, and Covered Property’s complete street address available. Where this Contract requires Covered Equipment to be in a certain condition as a prerequisite to coverage, or when a service request is made, **Direct Energy reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.**

DEFINITIONS

1. “Authorized Repair Technician” means a qualified service contractor We dispatch in response to Your request for service.
2. “Contract” means this home service contract between You and Home Warranty of America, Inc., a Direct Energy company operating under the brand Direct Energy (“Direct Energy”), and includes these Terms and Conditions, and the Coverage Letter(s).
3. “Contract Period” means the duration of this Contract as identified on the Coverage Letter(s).
4. “Contract Period End Date” means the date when Your last Plan ends.
5. “Contract Period Start Date” means the date when Your first Plan begins.
6. “Coverage Letter” means the letter and its updated versions attached to these Terms and Conditions setting forth the Plan(s) You have selected, the monthly (or yearly) charge for each Plan, the specific coverages, exclusions and limitations for the Plan(s) you selected, and other important details about the Plan(s).
7. “Covered Equipment” means mobile electronics, home electronics, and Home Appliances.
8. “Covered Property” means the residential service address listed on Your Coverage Letter(s).
9. “Electrical Surge” means a short-term burst of excessive, unwanted energy (transient over-voltage) on a circuit, which if not suppressed, can accelerate wear and tear of attached electrical equipment increasing repair frequency, repair costs, or product failure.
10. “Home Appliance” means portable appliances not attached to the home such as refrigerators, washers and dryers, stoves, microwaves, and similar appliances. For purposes of the Surge Protection Plan, Home Appliances **do not include** water heaters, heating and air conditioning systems, and other systems permanently attached to or integrated into the home.
11. “Parties” mean the parties to this home service contract, namely Direct Energy and You.
12. “Plan” or “Plans” means the specific Direct Energy Home Comfort Collection Plan(s) You selected as listed on Your Coverage Letter(s).
13. “Plan End Date” means the date which a Plan ends, as indicated in Your Coverage Letter.
14. “Plan Start Date” means the date which a Plan starts, as indicated in Your Coverage Letter.
15. “Plan Term” means the 6 or 12-month period of time reflected in the Coverage Letter or any renewal Term as the case may be.
16. “Qualified Service Provider” means an entity that (i) is independent, meaning not related to or biased in favor of You in any way; and (ii) possesses special expertise in the field of servicing or repairing residential electronics, electromechanical equipment, and appliances, and in fact engages in that business on a regular and ongoing basis. **We reserve the right in all cases to decide if a certain service provider is qualified.**
17. “Replacement Value” means the typical purchase price of the most similar and like quality product available on the market at the time of the Electrical Surge, taking into consideration the make, model, and features of the item being replaced.
18. “Direct Energy”, “We”, “Us”, and “Our” mean Home Warranty of America, Inc., a Direct Energy company. Our address is P.O. BOX 850, LINCOLNSHIRE, IL 60069.
19. “You” and “Your” means the customer contracting for services covered by the Plan(s) pursuant to this Contract. If You are not the owner of the Covered Property, You represent to Us that you are authorized to enter into this Contract.

IMPORTANT

ALL PLANS ARE PROVIDED AND ADMINISTERED BY HOME WARRANTY OF AMERICA, INC., A DIRECT ENERGY COMPANY. THIS CONTRACT IS NOT INSURED. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF HOME WARRANTY OF AMERICA, INC.

THIS IS A CONTRACT FOR MAINTENANCE, REPAIR, OR REPLACEMENT OF MOBILE ELECTRONICS, HOME ELECTRONICS, AND HOME APPLIANCES. **THIS IS NOT A CONTRACT FOR INSURANCE.** THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH ANOTHER RESIDENTIAL SERVICE OR INSURANCE COMPANY.

THIS CONTRACT COVERS ONLY COVERED EQUIPMENT AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR UNKNOWN DEFECTS IF THE DEFECT IS NOT DETECTABLE THROUGH VISUAL INSPECTION OR SIMPLE MECHANICAL TEST, AND THE COVERED EQUIPMENT **IS IN PROPER WORKING ORDER ON THE PLAN START DATE(S).** UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. DIRECT ENERGY **WILL NOT REIMBURSE YOU** FOR SERVICES PERFORMED WITHOUT DIRECT ENERGY’S PRIOR APPROVAL.

CUSTOMER SERVICE

1. **If You smell gas or You believe You have a gas leak, leave Your premises immediately and call Your local gas utility from outside Your house.**
2. **If You suspect there is a leak or break to Your external water line or a leak, block or break to Your external sewer line, and You are a public water/sewer customer, You must first contact Your water service provider or wastewater service provider, as applicable, to investigate the source of the problem. In the event Your provider determines the leak, break or block to be Your responsibility, then You should contact Us.**
3. To be covered under this Contract, You must notify Us prior to Your applicable Plan End Date.

Repair & Maintenance Plans

1. Except as set forth above, You must notify Us as soon as a problem is discovered. For service, please call the number listed above. Direct Energy will accept service calls 24 hours a day, 7 days a week, 365 days a year. Direct Energy will make every reasonable effort to dispatch an Authorized Repair Technician within 48 hours. The Authorized Repair Technician will be dispatched during normal business hours (i.e. usually 8AM – 5PM in your time zone, M-F, subject to change). Direct Energy will determine what repairs constitute an emergency (usually a loss of life or peril) and will make reasonable efforts to expedite emergency service.
2. Direct Energy has the sole right to select the Authorized Repair Technician to perform the service. In the event an Authorized Repair Technician is not available, We may direct You to select a technician that is independent, meaning not related to or biased in favor of You in any way, that engages in such repairs on a regular and ongoing basis. **We will not reimburse You or any other party for services performed without Our prior approval.**
3. **YOU UNDERSTAND THAT WE ARE NOT THE AUTHORIZED REPAIR TECHNICIAN AND WE WILL NOT BE PERFORMING THE ACTUAL REPAIR OR MAINTENANCE OF ANY SUCH PRODUCT OR SYSTEM.** The Authorized Repair Technician may be an employee of an affiliate of Direct Energy, an employee of an affiliate’s franchisee or a third-party subcontractor from our independent and local contractor network. **THE AUTHORIZED REPAIR TECHNICIANS ARE NOT DIRECT ENERGY EMPLOYEES OR AGENTS AND ARE NOT AUTHORIZED TO BIND DIRECT ENERGY OTHER THAN AS MAY BE EXPRESSLY PERMITTED UNDER THE TERMS OF THIS CONTRACT.**
4. We will provide the Authorized Repair Technician with Your contact information and the Authorized Repair Technician will contact You directly to set up an appointment to make a service call.
5. No services will be performed if the Authorized Repair Technician encounters dangerous or threatening animals or insects, or unsafe conditions, including but not limited to hazardous materials (for example, mold or asbestos) at the Covered Property.

Surge Plans

1. If You suspect Your Covered Equipment has suffered damage from an Electrical Surge, contact us at the number listed above **within thirty (30) days, or as soon**

2. **as reasonable in the event it is impossible to submit within thirty (30) days, of the date on which the Electrical Surge occurred.**
3. Upon receiving Your call, We will send You a claim form. Once You receive the claim form, You must have a Qualified Service Provider assess the damage and provide You with a written repair invoice. The invoice must: (i) indicate that the damages resulted from an Electrical Surge; (ii) be on business stationary providing the name, address, email address, and telephone number of the Qualified Service Provider; and (iii) provide a complete description of the damage and the associated repair charges.
4. **All diagnostic fees charged by the Qualified Service Provider are payable by You directly to the Qualified Service Provider**, but will be reimbursed under this Plan upon submission of a completed claim form for a valid claim as long as the diagnostic fees claimed are usual and customary for the service field as determined by Us. **REIMBURSEMENT OF DIAGNOSTIC FEES IS LIMITED TO \$100.00** and applies toward the liability limit discussed in the Coverage section of this Contract.
5. If the applicable Covered Equipment is not repairable, obtain a replacement invoice from a local retailer. The claim form should be completed in full and sent to Our Claims Center (addresses listed on the claim form) with a copy of the applicable invoice **within thirty (30) days of Your receipt of the claim form.**

COVERAGE TIME, RENEWAL & PAYMENT

You must report defects or malfunctions to Direct Energy during the Plan Term.

Coverage Time

1. These Terms and Conditions apply beginning on the Contract Period Start Date and continue until the Contract Period End Date, as set forth in the Coverage Letter(s).
2. Coverage under each Plan selected by You begins on the Plan Start Date and continues until the Plan End Date, as set forth in the Coverage Letter(s).
3. In the event that You elect during any Contract Period to enroll in any additional Plan(s) or upgrade Your Plan(s), Your "Contract Period Start Date" will be the same, and the first Plan(s) selected will keep its Plan End Date. Any Plan(s) added to this Contract will have its own Plan Start Date and Plan End Date, applicable only to that Plan. A new Coverage Letter will be mailed to You to reflect all of Your Plans.

Payment

1. You will select Your payment method upon order of this Contract. Payment may be made in monthly installments or in full as indicated in Your Coverage Letter.
2. Your payment date will be the date of Your enrollment in Your first Plan(s) (the "Default Payment Date"). The payment date will remain the same, regardless of future changes, unless another payment date is selected at enrollment of the first Plan. If the enrollment date is the 29th-31st of a month, the Default Payment Date will be the 1st day of the next month. **All Plans will be consolidated into a single payment.** You may also select a payment date other than Default Payment Date by choosing the 1st through 28th day of the month upon enrollment. You may choose to consolidate all Plan payments into a single date of Your choosing, or select a payment date for each individual Plan. If multiple dates are selected, payment for each Plan will be deducted individually on the date chosen by You.
3. You agree to make payment either (i) to the address set forth on Your Coverage Plan Letter or to any changed or updated address We may provide You notice of from time to time; or (ii) if You authorize Us to do so, such payments will be drafted from a pre-authorized credit card, checking account, or added to Your utility or commodity bill, if applicable. **You will not receive a monthly or annual bill.**
4. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.
5. There is no deductible under this Contract.
6. If Your payments are not current on any Plan, Your coverage will be suspended and We may refuse to provide service under this Contract for any Plan. If Your payment on any Plan is 90 days late, all Plans under this Contract will be cancelled, and may be sent to a collection agency for collection of past due amounts.
7. If a payment is late but the Plan has not yet been cancelled due to non-payment, You must pay the past due amount. The Plan will continue until the

Plan End Date and will auto-renew. If a Plan has been cancelled due to non-payment, You must pay the past due amount before re-enrolling in the Plan or enrolling in a new Plan. **ALL APPLICABLE WAITING PERIODS WILL APPLY TO NEW ENROLLMENTS AND RE-ENROLLMENTS FOLLOWING A CANCELLATION FOR NON-PAYMENT.**

Renewal

1. If You selected a regular payment option and We elect to renew Your Plan, we will notify You of the terms (including any increase to the price of the Plan(s)) within sixty (60) days prior to expiration of coverage.
2. **EXCEPT FOR PLANS DESIGNATED ON YOUR COVERAGE LETTER AS "NO-AUTO RENEWAL," AT THE CONCLUSION OF EACH PLAN TERM YOU WILL AUTOMATICALLY BE RENEWED FOR AN ADDITIONAL TERM UNLESS YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN EXPIRATION, BY EMAIL: CANCEL@HWAHOMEWARRANTY.COM OR CALL US AT THE NUMBER LISTED BELOW. YOUR FIRST RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER PLAN TERM.** If You request to cancel after automatic renewal takes place, We will honor Your request to cancel immediately pursuant to the Cancellation section of the Contract. If You have any questions, Our toll-free number is 1-855-334-3577. You may cancel this Contract at any time as described in the Cancellation section of the Contract.
3. You may opt out of the restart of the Plan Term by electing such when applying for new Plan(s). **WHEN THE TERM RESTARTS, THE 30-DAY WAITING PERIOD FOR REPAIR SERVICE OR SURGE REIMBURSEMENT WILL NOT APPLY TO ANY PLAN(S) OR PORTION THEREOF FOR WHICH THE WAITING PERIOD HAS ALREADY BEEN SATISFIED.**

COVERAGE MODIFICATIONS

1. Additional Plans may be purchased at any time. When You purchase a new Plan, the new Plan will be added to Your existing coverage. **IF YOUR NEW PLAN INCLUDES A NEW TYPE OF COVERED EQUIPMENT THAT HAS A WAITING PERIOD, AS IDENTIFIED IN THE COVERAGE LETTER, YOUR NEW COVERED EQUIPMENT COVERAGE IS SUBJECT TO THE WAITING PERIOD.**
2. You may upgrade Your Plan(s) at any time. Your existing Plan will be cancelled and a new Plan will begin upon completion of the current monthly coverage period. You will receive a credit in the amount paid for unused coverage. This credit will apply against the new or other existing Plans. You can only downgrade your Plan within sixty (60) days before the expiration of your Initial Term or any Renewal Term. Eligible downgrades will be effective the beginning of the month following receipt of the request. Please see the "cancellation" section below for details regarding downgrading a Plan.
3. If You have more than one Plan, You may remove a Plan at any time, the removal of the Plan will be effective following the completion of the current monthly coverage period. You will receive a refund of the amount paid for unused coverage. If You received service under the removed Plan, the lesser of the cost of the service or the remainder of the Plan price may be deducted from the refund. If You wish to cancel all Plans, see the Cancellation section for more information.

COVERAGE

This Section discusses coverage terms and limitations applicable to **all Plans**.

Your coverage depends upon the Plan you selected. Your selected Plan is listed in the Coverage Selected section of Your Coverage Letter(s). The specific coverages included in Your Plan(s) are listed on Your Coverage Letter(s). Coverage under each Plan is subject to certain limits and exclusions, including claim based and annual dollar limits and coverage exclusions.

During the Term, Our responsibility will be to arrange for an Authorized Repair Technician to provide one or more of the services or to process Your Electrical Surge claim, as applicable, subject in all cases to the terms of this Contract, including this Coverage Section and the limitations of liability set forth in the Limits of Liability Section.

Repair Plans Generally

1. If this Plan is a "Repair" Plan as indicated under the heading "Coverage Selected" in Your Coverage Letter, during the Plan Term Our responsibility will be to arrange for an Authorized Repair Technician to repair the covered product or system in accordance with the terms and conditions of this Contract, at Our expense, up to the limits set forth below.
2. To be covered, the products, systems and components must be: (i) located inside the confines of the main foundation (including an attached garage) of the Covered Property (if covered under Your Plan, the Covered Property may also include a central air conditioner and heat pump located outside the main foundation); (ii) inoperative due to normal wear and tear; and (iii) in place and in proper working order on the Plan Start Date.
3. **IF YOU SELECTED A "REPAIR" PLAN, THERE IS A 30-DAY WAITING PERIOD AFTER YOUR PLAN START DATE BEFORE YOU ARE ELIGIBLE FOR REPAIR SERVICE UNDER THIS CONTRACT.** Repair coverage under Your Plan begins 30 days after the Plan Start Date listed on your Coverage Letter(s). **IF REPAIR COVERAGE IS COMBINED WITH MAINTENANCE COVERAGE IN YOUR PLAN(S), MAINTENANCE COVERAGE BEGINS IMMEDIATELY, BUT REPAIR COVERAGE REMAINS SUBJECT TO THE 30-DAY WAITING PERIOD.**
4. **Except as otherwise stated in your Coverage Letter, our obligation to pay for the repair (including trip charge, parts and labor) of Covered Equipment is limited to \$500 per service call and \$2,000 per Plan in the aggregate during each Plan Term, including all repairs and replacement credits, if applicable, under the Plan. Refer to your Coverage Letter for limits specific to the Plan(s) purchased.**
5. COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED OR RECYCLED PARTS MAY BE USED FOR REPAIR OF THE PRODUCT OR SYSTEM IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY.

Maintenance Plans Generally

1. If this Plan is a "Maintenance" Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, Your Plan includes the number of maintenance visits indicated on Your Coverage Letter. The maintenance visits will be made by an Authorized Repair Technician selected by Us during the initial Plan Term (and each renewal Plan Term) for each product or system designated on Your Coverage Letter. Please call Us at the number listed above to schedule Your appointment.
2. Coverage for a Maintenance Plan begins on the Plan Start Date.

Surge Protection Plans Generally

1. **Not all Plans are offered in all areas.** For information on whether Surge Protection is offered in your area, please contact Direct Energy at www.directenergyprotects.com, or the number listed above.
2. If this Contract is a "Surge" Plan as indicated under the heading "Coverage Selected" in Your Coverage Plan Letter, during the Term, Our responsibility will be to reimburse You for the repair or replacement of the Covered Equipment damaged by an Electrical Surge subject in all cases to the terms of this Contract, including this Coverage Section and the limitations of liability set forth in the Limits of Liability Section.
3. The Surge Protection Plan is only available on Covered Equipment located at the Covered Property. Covered Equipment is located at the Covered Property so long as such Covered Equipment is located inside the confines of the main foundation (including an attached garage) of the Covered Property.
4. **IF YOU SELECTED A "SURGE" PLAN, THERE IS A 30-DAY WAITING PERIOD AFTER YOUR PLAN START DATE BEFORE YOU ARE ELIGIBLE TO MAKE A CLAIM UNDER THIS CONTRACT.** Surge coverage under Your Plan begins 30 days from the Plan Start Date.
5. **Our reimbursement obligation for each "Surge" Plan is limited to \$2,000 per Plan during each Plan Term.** For purposes of the Surge Protection Plan, reimbursement for replacements is limited to the Replacement Value.

LIMITS OF LIABILITY

1. **Delays.** Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs
2. **Force Majeure.**
 - a. When a Force Majeure Event occurs, Direct Energy will make commercially reasonable efforts to fulfill its obligations under this Contract. Force Majeure Events may result in delays or Direct Energy's inability to perform under this Contract. If Direct Energy is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then Direct Energy's obligations shall be suspended to the extent made necessary by such Force

Majeure Event, and in no event shall Direct Energy be liable to You for its failure to fulfill its obligations for damages caused by any Force Majeure Event.

- b. Force Majeure Events include, but are not limited to, acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Our reasonable control.
3. **Authorized Repair Technician Negligence.** We will only engage Authorized Repair Technicians that meet Our standards. You agree that We are not liable for the negligence or the other conduct of the Authorized Repair Technician, nor are We an insurer of the Authorized Repair Technician's performance.
4. **Qualified Service Provider Negligence.** Upon damage occurring as the result of an Electrical Surge, it is Your responsibility to select and engage a Qualified Service Provider to assess the surge damage and provide You with a written repair invoice. We cannot be held responsible for the negligence or the other conduct of Your Qualified Service Provider, nor are We an insurer of Your Qualified Service Provider's performance. It is understood that **WE WILL NOT BE THE SERVICE PROVIDER and WE WILL NOT BE PERFORMING** the actual repair of any Covered Equipment.
5. **Loss of Use Damages.** IN NO EVENT SHALL DIRECT ENERGY OR ITS AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ECONOMIC DAMAGES OR LOSS, OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE APPLICABLE PRODUCTS OR SYSTEMS TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ANY AND ALL SUCH DAMAGES.
6. **Remedies.** Except for the coverage limits as described in the Coverage Section, Direct Energy's total liability to You, and Your exclusive remedy for all damages, shall not exceed the amount paid by You hereunder.
7. **THIS CONTRACT IS NOT A CONTRACT FOR INSURANCE AND IS NOT INSURED. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF HOME WARRANTY OF AMERICA, INC., A DIRECT ENERGY COMPANY.**

EXCLUSIONS

1. **Not all Plans are offered in all areas.** For information on whether a Plan is offered in your area, please contact Direct Energy at www.directenergyprotects.com, or the number listed above.
2. **THE FOLLOWING ITEMS ARE NOT COVERED UNDER ANY PLAN(S):**
 - a. **Incidental and consequential damage.** This includes, by way of example only, damage from accident, abuse, misuse, introduction of foreign objects into the product or system, adequacy or capacity of systems or appliances, unauthorized modifications or alterations, and improper or incomplete installation or repair, fire, freeze, electrical failure, surge unless included in Your Plan, flood, collision, vandalism, theft, infestation or any insurable event.
 - b. **Landscaping Restoration Costs** for areas impacted by repairs under the Plan(s), including seeding, replacing trees, sod, or shrubs (except for any reimbursement coverage included in the Plan(s)), unless explicitly listed in your Coverage Letter.
 - c. **Cosmetic damage or defects.**
 - d. **Routine maintenance,** unless included in Your Plan.
 - e. **Accessories and supplies** (including, batteries, external power supplies and filters).
 - f. **Damage to real property.**
 - g. **Service work needed to meet current building code violations or to correct code violations.**
 - h. **Preexisting Conditions.** This Contract will not cover any product or system which was not in good working order, or any defect in or problem with any product or system, existing prior to the Plan Start Date.
 - i. **Commercial property or residential property converted, in part or entirety, into a business.**
 - j. **Opened Walls/Ceilings.** At times it is necessary to open walls or ceilings to make repairs, We are not responsible for the repair or replacement of any drywall, restoration of any wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint or the like.
 - k. **Hazardous Materials.** We shall have no obligation to identify any hazardous products or materials, including mold or asbestos, nor shall We

- i. arrange for and will have no liability or the removal of hazardous products or materials. We will have no liability for the removal of hazardous products or materials, nor for the failure to detect hazardous products or materials. We shall have no liability for contamination as a result of an Authorized Repair Technician's failure to detect any hazardous products or materials.
- m. **Warrantied Products.** We will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. Our responsibility will be secondary to any applicable insured event or other extended or in-home warranties that exist for the covered systems, products, and components.
- n. **Permits.** We will not be obligated to perform services if a required permit cannot be obtained.

TRANSFER OF CONTRACT

If You move to a new residence, You may contact Us to request a transfer of this Contract to cover Your new residence, so long as Your Plan is available. Otherwise, this Contract is not assignable by You without Our prior written consent. We reserve the right to deny the transfer of this Contract for any reason and/or to inspect the products and systems at Your new service address prior to covering such products and systems.

We may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that Direct Energy shall have no further obligation to You.

CANCELLATION

You may cancel a Plan or this Contract at any time.

Direct Energy may only cancel a Plan or this Contract due to Your non-payment, fraud, in the event a customer threatens acts of violence or bodily harm that would pose risk or harm to Direct Energy or an Authorized Repair Technician, material misrepresentation or breach of this Contract. In addition, We may be required to cancel a Plan or this Contract as a result of a decision or order of a governmental body or a change in laws or regulations.

If either You or Direct Energy cancels a Plan within 30 days from the Plan Start Date set forth on Your Coverage Plan Letter and You have not received any "Maintenance" services, "Repair" services or "Surge" service under that Plan, You are entitled to a full refund of the amount paid by You under that Plan.

If You have not received any "Maintenance" services, "Repair" services (including any replacement credit), or "Surge" service under a Plan and either You or Direct Energy cancels that Plan after 30 days from the Plan Start Date, but before the end of the Plan Term, You are entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan.

If You have paid in full for the Term and You cancel a Plan before the end of the Term and You have received "Maintenance," "Repair," or "Surge" services (including any replacement credit) under that Plan, You shall be entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan less any service/credit costs incurred by Us. If you are enrolled in a monthly payment plan and You cancel a Plan before the Plan End Date and You have received "Maintenance" or "Repair" services (including a replacement credit), then You will be responsible for the lesser of the costs incurred by Us or the balance due under that Plan. Your cancellation of a Plan will be effective immediately following the monthly period in which that Plan is canceled.

We reserve the exclusive right not to renew a Plan or this Contract for any reason.

RESOLUTION OF DISPUTES

1. **This provision constitutes an agreement to resolve any disputes, claims or controversies under this Contract through good faith negotiation.** Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
2. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. **WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS,**

ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.

3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.**
4. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract will be governed, construed, and enforced in accordance with the laws of the state of Texas without regard to principles of conflicts of law.
5. Any legal or judicial proceeding commenced by or on behalf of You under this Contract (including the assertion by you of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. **BY ENTERING INTO THIS CONTRACT YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST DIRECT ENERGY OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST DIRECT ENERGY OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**
6. Any failure by Direct Energy 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 Direct Energy from asserting any right or enforcing the requirement at any time.

PERSONALLY IDENTIFIABLE INFORMATION

By entering into this Contract, You agree that any personal information that You provide to Us in connection with this Contract, whether required or not, constitutes permission for Direct Energy to add Your personal information to Our customer database and to use and share your information as set forth in Our Privacy Policy (located at www.directenergyprotects.com/privacy-policy). You may opt out of receiving marketing communications from Direct Energy as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

CONTRACT TERMS

We reserve the right to amend this Contract due to regulatory or procedural changes that may affect Our ability to perform under this Contract.

Direct Energy will provide You with written notification of any material changes to this Contract 45 days in advance of the implementation of such changes. You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice within the 45-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 45-day period, you will be deemed to have accepted the change.

STATE SPECIFIC CANCELLATION AND OTHER PROVISIONS

Covered Properties in Alabama: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract. This Contract is not guaranteed under a service contract reimbursement policy. This Contract will be governed, construed and enforced in accordance with the laws of the state of Alabama.

Covered Properties in Arizona: If You cancel this Contract You shall be entitled to a pro rata refund. We may deduct administrative expenses associated with the cancellation. No claim incurred or paid shall be deducted from the amount returned.

Covered Properties in Arkansas: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract. This Contract is not guaranteed under a service contract reimbursement policy.

Covered Properties in Florida: The rate charged for this Contract is not subject to regulation by the Office of Insurance Regulation.

Covered Properties in Georgia: In Georgia, the obligations under this Contract are guaranteed by a surety bond executed by Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000.

Covered Properties in Hawaii: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 30 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Iowa: The issuer of this Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.

Covered Properties in Kentucky: You are entitled to make a direct claim against the surety insurer if We fail to pay any covered claim within 60 days after the claim has been filed. The Surety Insurer is Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 - telephone number (908) 903-2000.

Covered Properties in Louisiana: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation or substantial breach of duties by You.

Covered Properties in Maryland: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 20 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

Covered Properties in Massachusetts: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Minnesota: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date

this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in Nevada: The Cancellation Section is REPLACED with the following:

Obligations of the provider under this Contract are backed only by the full faith and credit of Direct Energy and are not guaranteed under a reimbursement insurance policy.

You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

We cannot cancel this Contract, except for: (i) nonpayment by You of Contract Fees; or (ii) fraud or material misrepresentation by You of facts material to the issuance of this Contract during the first 70 days of the Contract. No cancellation by Us can become effective until at least 15 days after notice of cancellation is mailed to You. Failure to pay any trade call fee may result in cancellation of this Contract with no less than fifteen (15) days' notice of cancellation provided by Us.

Emergency service (see Customer Service Section) for goods that are essential to Your health and safety, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported. In an emergency situation, if the repairs cannot be completed within 3 calendar days after the report of the claim, Direct Energy will provide a status report to You. We may not change the conditions of this Contract during the Term without Your affirmative consent, unless the changes are favorable to You in their entirety or are mandated by Nevada law to apply to in-force contracts. If We decide to alter the terms of this Contract in a manner not entirely favorable to You and not mandated by law, then We may only do so upon the expiration of the current Term. This Contract shall be governed and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflicts of law. If this Contract is canceled, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired Term.

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

Covered Properties in New Jersey: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

Covered Properties in New Mexico: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 60 days after the cancellation of this Contract.

Covered Properties in New York: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

Covered Properties in North Carolina: The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.

Covered Properties in Oklahoma: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Home Warranty of America, Inc. is both the obligor and administrator.

Covered Properties in South Carolina: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If you have any question regarding this Contract, or a complaint against the obligor, you may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or PO Box 100105, Columbia, SC 29202-3105, or call (800) 768-3467.

Covered Properties in Utah: The second paragraph in the Cancellation section above is revised as follows:

Direct Energy may only cancel a Plan or this Contract due to Your non-payment, material misrepresentation, substantial change in risk and substantial breach of contractual duties. For purposes of this section fraud and any customer threat of acts of violence or bodily harm that would pose risk or harm to Direct Energy or an Authorized Repair Technician are considered substantial and material breaches of Your contractual duties. In addition, We may be required to cancel a Plan or this Contract as a result of a decision or order of a governmental body or a change in laws or regulations.

All other portions of the Cancellation section apply.

In addition to Your cancellation rights set forth in the Cancellation Section and immediately above, if this Contract is canceled by Us, such cancellation will be effective no sooner than 30 days after delivery or first-class mailing of a written notice to You.

Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. This Contract is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Covered Properties in Vermont: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of receipt of this Contract if You have not received any "Maintenance," "Repair," or "Surge" service for a full refund of the amount paid by You under this Contract.

Covered Properties in Virginia: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If You are unable to contact or obtain satisfaction from Us then You may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.

Covered Properties in Washington: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Contract.

Covered Properties in Wisconsin: In addition to Your cancellation rights set forth in The Cancellation Section, You may cancel this Contract within 15 days of the date this Contract was delivered to You for a full refund less actual costs or charges needed to issue and service this Contract. If You cancel this Contract, no deduction shall be made from the refund for the cost of any service received. This Contract shall not be canceled due to unauthorized repair of covered equipment.

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. Provided notice or proof of loss is furnished as soon as reasonably possible and within one year after the time it was required by this Contract, failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

Covered Properties in Wyoming: In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Contract within 20 days of the date this Contract was mailed to You or within 10 days of delivery if this Contract is delivered to You at the time of sale or within a longer time period permitted under this Contract and if You have not received any "Maintenance," "Repair," or "Surge" service, You are entitled to a full refund of the amount paid by You under this Contract. A 10% penalty per month on the purchase price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Contract.

If this Contract is canceled by Us, We shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

The Resolution of Disputes Section, including the discussion of venue, waiver of jury trial, governing law, and waiver of class action of this Contract does not apply to Wyoming residents. Wyoming Law will govern contracts issued in Wyoming.

Covered Properties in Texas:
NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

NOTICE: THIS CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

[Where required by state law]:

Signature _____