

been previously owned. Actions under a pre-owned home warranty service contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S., and that a party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut – If you purchased this contract in Connecticut, you may pursue arbitration to settle disputes between you and the provider of this contract. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this contract. Obligations of this plan are insured by Wesco Insurance Company, 59 Maiden Lane 6th Floor, New York, N.Y. 10038. Should we fail to pay a claim or provide a service within 60 days of filing a proof of loss with Us, You are entitled to file a claim with the insurer.

Georgia – This is not a contract of insurance. If We cancel this agreement, the form of such cancellation will comply with Section 32-24-44 of the Georgia Code. Failure to refund in this manner will subject us to a penalty equal to 25% of the refund amount and interest rate of 18% per annum until the refund is paid, not to exceed 50% of the refund amount. You may cancel this agreement at any time and receive a pro rata refund. No claims incurred or paid will be deducted from the amount to be returned. Only preexisting conditions that you know of or reasonably should have been aware of will be excluded from coverage.

This agreement is underwritten by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. Should we fail to pay a claim or issue a refund within (60) days after the filing of a proof of loss, then you are entitled to file a direct claim with the insurer.

Membership starts the day your Enrollment Form is processed and last for one year. There is an initial 30 day waiting period to make a claim, giving you 11-months of coverage during the first year of coverage. This prevents service calls on pre-existing conditions and helps keep the coverage affordable.

Idaho – This is not a contract of insurance. The buyer may have other rights and remedies of the Idaho Consumer Protection Act. For more information on your rights, contact the Consumer Protection Division of the Office of the Idaho Attorney General at (208) 334-2424.

Illinois – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

Indiana – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120. Your payment to Us constitutes proof of payment to Wesco Insurance Company.

Iowa – The issuer of this agreement is subject to regulation by the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division.

Kentucky - Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

Louisiana – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120. If we cancel, we will mail you a notice of cancellation disclosing the reason for cancellation and cancellation effective date.

Massachusetts – HomeServe USA Repair Management Corp., (WI), 5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126 ("HomeServe"), is the Administrator and manager of the benefits owed under this Service Agreement.

Maryland – A service contract does not terminate until the services are rendered in accordance with the terms of the service contract.

Michigan - If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Minnesota – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. If we cancel we will mail you written notice 5 days prior to cancellation stating the reasons and effective date of cancellation.

Missouri – Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide a service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. You may make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY

10038. We may use non original manufacturers parts in making repairs

Nevada – Obligations under this service contract are insured under a contractual liability policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. We may not cancel this service contract until at least 15 days notice has been mailed to you. We will initiate service within 48 hours unless it is an emergency and in emergency situations, service will commence within 24 hours. In the event of an emergency repair that cannot be completed within 3 calendar days, we will provide a status report to you that will include a list of the required repairs or services, an explanation of why repairs will take longer than three days including the status of any parts needed for the repair, an estimate of time to complete repairs, and contact information for you to make inquiries on the status of the repair. We are committed to respond to any repair inquiries no later than one business day after the inquiry. If we cancel after 30 days we will provide a pro rata refund. If you cancel, you will receive a pro rata refund and claims will not be deducted. The term emergency means that a breakdown of the covered component renders the home uninhabitable. There is no deductible for this contract.

New Hampshire – In the event you do not receive satisfaction under this contract, you may contact New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, phone number 800-852-3416. The obligation of the reimbursement insurer to reimburse or pay on behalf of the obligor any sums the obligor is legally obligated to undertake according to the obligor's contractual obligations under the consumer guaranty contracts issued or sold by the obligor. In the event the obligor does not provide for covered services within 60 days after the contract holder has submitted proof of loss to the obligor, the contract holder is entitled to apply directly to the reimbursement insurance company for satisfaction. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

New Mexico – Cancellation is not effective until 15 days after notice of cancellation is mailed to the service agreement holder.

New York – Cancellation is not effective until 15 days after notice of cancellation is mailed to the service agreement holder. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 50 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

North Carolina – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

Oklahoma – This service agreement is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. If you cancel this agreement, you will receive a refund of 90% of the unearned pro rata premium; if we cancel this agreement, you will receive a refund of 100% of the unearned pro rata premium.

South Carolina – Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia SC 29201 or 1-800-768-3467.

Texas – Notice: you the buyer have other rights and remedies under the Texas deceptive trade practices - consumer protection act which are in addition to any remedy which may be available under this contract.

For more information concerning your rights, contact the consumer protection division of the attorney general's office, your local district or county attorney or the attorney of your choice.

This contract is regulated by the Texas Real Estate Commission. Any complaints may be filed with the Commission at: Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188.

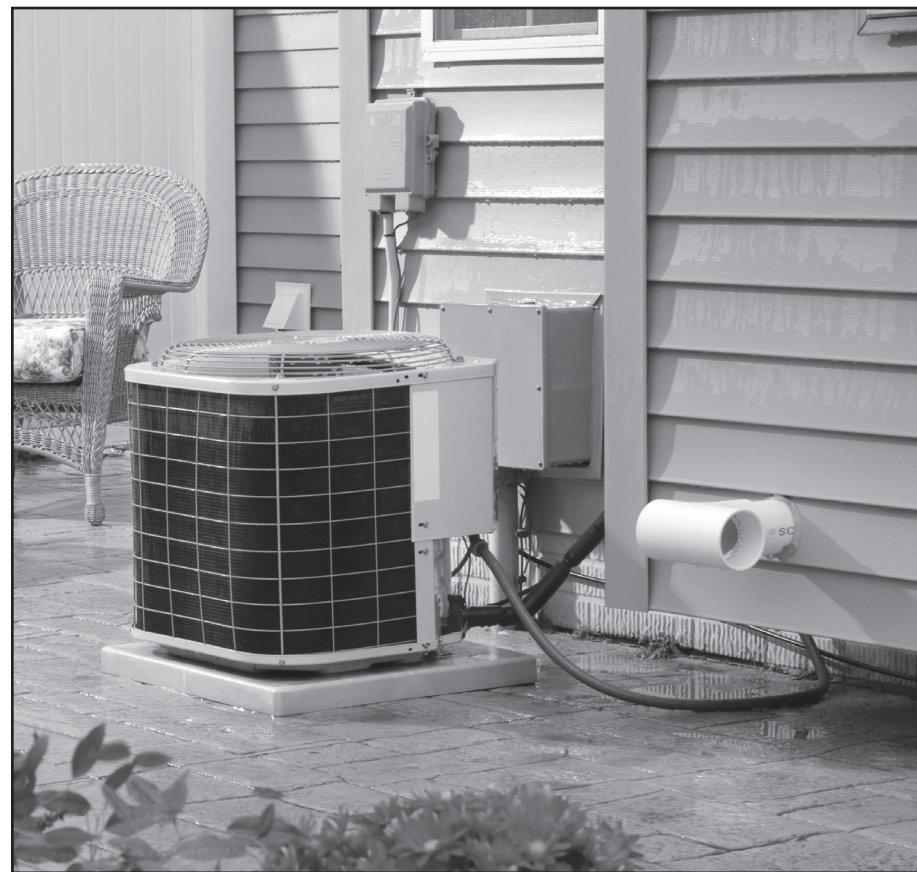
Utah – Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Cancellation for non payment is effective 10 days after mailing written notice. Cancellation for other reasons is effective 30 days after mailing you notice.

Vermont – The provider's obligations under this plan are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under the service contracts issued or sold by the provider. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the provider, the claim can be submitted to Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

Wisconsin – THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Claims will not be deducted from refunds.

Wyoming – Obligations of the service contract provider under this contract are insured under a service contract reimbursement insurance policy. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

Cooling System Repair Plan



RESPONSIBILITY FOR BENEFITS OWED TO YOU

AMT Warranty Corp. is the service contract issuer and provider responsible for the performance of contractual obligations under this Service Agreement, including service performance and payment of cost of any benefits payable to You under the Agreement. HomeServe has designed the protection program provided to You under this Service Agreement, and manages and administers the delivery of benefits owed to You under the Agreement. HomeServe will be responsible for reviewing, processing and adjusting any claim You may have for benefits under this Service Agreement. HomeServe will serve as Your ordinary point-of-contact for any questions or concerns You may have with respect to Your Service Agreement; You may also contact the obligor and contract issuer, AMT Warranty Corp., with any further inquiries. AMT Warranty Corp. has given HomeServe authority to act on its behalf in processing claims under this Service Agreement and in assisting You in processing payments and other transactions under this Agreement, and HomeServe will act on behalf of AMT Warranty Corp. in providing these services to You.

This contract provides repair and replacement of most major parts for covered components necessary due to normal wear and tear, including inherent defects in material.

Obligations under this Service Agreement are underwritten and supported by contractual liability insurance procured by the obligor, as detailed in the applicable state disclosures attached to this Agreement. All other terms and conditions of this Service Agreement are subject to, and modified by, the allocation of responsibilities set forth in this paragraph, unless otherwise indicated for residents of Your state as detailed in the applicable state disclosures attached to this Agreement.

Obligations under this Plan are underwritten by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. Should We fail to pay a claim or provide service within 60 days of filing a proof of loss with Us, You are entitled to file a claim with the insurer.

LIMIT OF COVERAGE:

During the Term of the Plan, the Plan pays only for the repair of Your Cooling System in order to restore its operational use in the most cost-effective manner as determined solely by the Administrator. If a work permit is required, We will obtain the proper permit before work on Your Cooling System starts. We will pay up to \$1,750 per annum for the repair of Your Cooling System.

COVERED REPAIRS:

We will pay for the repair or replacement of most major parts of electric central air conditioning systems including: capacitor, circuit boards and internal fuses, condensate pumps, condenser motor/fan, contactor switches, delay timer, fan controls and relays, filter drier, high and low pressure switches, limit controls, refrigerant (excluding maintenance recharges), relays, transforms and valves.

For the avoidance of doubt, We will only replace R-22 or R-410A refrigerant and this is limited to once per annum. The first pound is free and additional R-22/R-410A will be added, if needed, for a fee, based upon rate in effect at that time.

Your benefits include the ability to have a Technician assigned and dispatched when a service call appears to be required. We will dispatch a pre-qualified Technician to repair covered components. We pledge to expedite the dispatch and service call process. However effective response times may be affected by extreme weather conditions and time-of-year situations. All calls for repairs will be handled in the order in which they are received. Service requests after 5pm will be assigned and dispatched the following day. Overtime, premium or holiday rates are not covered.

All repairs will comply with all code requirements, but We (or any Subcontractor) are not under any obligation to notify you of or to fix any code violations that are discovered during the visit to Your home.

We must have reasonable access to Your premises to diagnose and repair problems. We will try to schedule a mutually convenient appointment, but will be excused from performance if reasonable access is not provided. You may be responsible for a Service Call charge if a Technician must return to Your premises due to denied access or a missed appointment. We are not liable for delays or failure to perform services covered under your Plan due to circumstances beyond Our control, including, but not limited to, labor strikes, civil unrest, work stoppages or acts of nature. The Cooling System must be in good working order and free of defects prior to enrolling in the Plan.

WHAT THIS AGREEMENT DOES NOT COVER:

This Plan does not cover:

1. Air ducts, air filters, asbestos coverings, balancing of system, cleaning of condenser or evaporator coils or components, compressors or chillers.
2. Condenser casings, condenser coils, evaporator coils, electric house wiring, electronic air cleaners, humidifiers, line circuit breakers, metering systems/TVX valves, registers, grills and thermostat.
3. Heat Pumps.
4. Any parts not explicitly stated in this Agreement as covered.
5. Cooling Systems that do not meet industry standards.
6. Any repair to and/or maintenance of Your Cooling System to the extent that, after reasonable effort, We determine that such repair/maintenance cannot be performed in a safe manner

due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition.

7. Service to Your Cooling System for problems that were known or should have been known to You resulting from damage incurred or existing prior to the Plan Effective Date.
8. Service problems that were obvious at the time You subscribed to the Plan.
9. Systems exceeding five tons capacity or Improperly sized units; systems that use other than R-22, R-410A or have non-compliant components; ammonia cooling systems; rooftop, window, through the wall, hanging units, geothermal heat pumps or combination ambient heat/domestic hot water heating units.
10. Service to Your Cooling System damaged by Your action or negligence or the action of third parties (such as vandalism), natural disasters, acts of nature and/or other insurable events such as fire, windstorm, flood, hurricane, or other similar acts.
11. Failure due to rust, rot or corrosion.
12. Any Cooling System not individually owned by You or for which You do not have sole responsibility.
13. Moving or displacing any furniture or equipment necessary to access the Cooling System.
14. Any damage caused, or costs incurred, to gain access to Your Cooling System, including restoration costs; these are Your responsibility. For example: plaster, drywall, or ceiling repair costs are not covered under this Agreement, nor is the removal of shrubs, trees or flowers. All Covered Repairs must be readily accessible.
15. Cooling Systems supplying multiple units within a building or multiple buildings and any facility used for commercial purposes.
16. Outbuildings not attached to the primary residence.
17. Repairs or replacements due to failure to properly maintain, salt corrosion or damage from animals.
18. Updating Your Cooling System to meet code, law or ordinance requirements or changes thereto.
19. The replacement of Cooling System which We deem beyond repair. If We determine that Your Cooling System cannot be repaired, We reserve the right not to repair the Cooling System but to recommend its replacement at Your expense.

REPAIR PROCEDURES:

1. If You believe that Your Cooling System is in need of repair due to normal wear and tear including inherent defects in material, contact the Plan repair line at 1-888-777-1126.
2. If it is determined that you have a Covered Repair, We will dispatch a Technician to conduct a diagnosis of Your Cooling System and, if feasible, carry out a repair.
3. In certain instances, some or all of the needed repairs may not be covered by the Plan. If you elect to have non-covered repairs performed (or repairs beyond your Plan limits), You will be responsible for paying any non-covered repair costs directly to the Technician.

PERMANENT REPAIRS:

All permanent repairs will have a minimum of one year repairer's guarantee.

FRAUDULENT CLAIMS AND WAIVER OF RIGHT TO FUTURE CLAIMS:

Customer understands and agrees that if customer submits a fraudulent claim on this Plan, we will cancel this Plan in accordance with the cancellation provisions.

In the event that We or Our Technician make You aware of any reasonable remedial or maintenance work required to Your Cooling System to prevent a Covered Repair, You must provide evidence of having carried out such work in order for Your coverage to continue. We will not carry out Covered Repairs where We have made You aware of the need for such maintenance or remedial work and You have failed to undertake it.

WAIVER:

No waiver of any term or condition shall be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the Parties hereto.

SUCCESSORS AND ASSIGNS:

Except as provided to the contrary in these Terms and Conditions, all of these Terms and Conditions shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

SEVERABILITY:

In the event any provision or portion of these Terms and Conditions shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of these Terms and Conditions, all of which shall remain in full force and effect and shall constitute the complete understanding of the Parties.

APPLICABLE LAW:

The validity and effect of this Plan and these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State in which the covered property is located.

DISPUTE RESOLUTION:

We strive to provide You with the highest standards of service. If You feel

that Our service has not met Your expectations or You have a question or concern, please contact Us at: 5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126, or call 1-888-777-1038.

HEADINGS:

The headings of the sections and paragraphs herein are inserted for convenience in reference only and are not intended by the Parties to be a part of or to affect the meaning or interpretation of this Agreement.

DEFINITIONS:

You or Your means the homeowner of a single-family residence and the purchaser of this Plan.

We, Us and Our means (i) HomeServe USA Repair Management Corp., and its affiliates, 5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126 ("HomeServe"), in its capacity as Administrator and manager of the benefits owed under this Service Agreement, and (ii) AMT Warranty Corp., 59 Maiden Lane, New York, NY 10038 ("AMT"), and is responsible for providing the benefits owed to You under this Service Agreement. You may contact us at the foregoing addresses or by calling us toll-free at 1-888-777-1038 (HomeServe); 866-327-5818 (AMT)

Plan means Cooling System Repair Plan.

Covered Repair is any repair or replacement of eligible parts or materials as defined in these Terms and Conditions and not specifically excluded by these Terms and Conditions as defined under the section titled "WHAT THIS AGREEMENT DOES NOT COVER."

Enrollment Date means the date Your payment was received by Us.

Effective Date is the date You become eligible for Covered Repairs. Your Effective Date is thirty (30) days after Your Enrollment Date.

Party or Parties shall mean either Us or You, the person that has entered into this Agreement (together referred to as the "Parties").

Service Call means a single repair performed by Our Technician to restore Your Cooling System to its operational use.

Term means the period of time, starting with the Effective Date, Your Plan will remain in effect, assuming You have not had a Lapse of Coverage. A Term is defined as one month in length.

This Plan can be automatically renewed by You provided We continue to offer the Plan and timely payments are made by You for additional Terms. If additional Terms are purchased by You without Lapse of Coverage, Your Effective Date of coverage will remain the same. This Plan may be cancelled as outlined under Cancellation.

LAPSE OF COVERAGE:

If full payment for the renewal of this Plan for an additional Term is not received by Us before or on the date payment was due, a Lapse of Coverage will have occurred. In such event, Your coverage under this Plan will terminate on the final day of the last Term for which You made full payment to Us in a timely manner. Our administration of this Lapse of Coverage provision in any one instance shall not be deemed to constitute a waiver of Our right to terminate Your coverage in the future as described under this provision.

If Your payment is received by Us after a Lapse of Coverage has taken effect, Your payment will be returned to You. You must then re-enroll in the Plan. When your coverage is re-issued, You will have a new Effective Date. Any additional billing resulting from the handling of a partial payment or Lapse of Coverage may result in a service fee.

CANCELLATION:

If You cancel this agreement within 30 days of the Enrollment Date We will refund Your payment in full.

You may cancel this contract after 30 days from the Effective Date by providing written notice. You will be entitled to a pro-rata refund less the cost of any Covered Repairs or expenses incurred by Us for a Technician to attend Your property as a result of Your request for a repair. Any refund not paid to You by Us within 30 days is subject to a 10% monthly penalty.

This Policy Shall be non-cancelable by Us, except for:

- (a) Nonpayment of premium;
- (b) Fraud or misrepresentation by You of facts material to the issuance of this Plan or in connection with a claim under this Plan.

If We cancel, we will provide you with written notice of cancellation as required by law. You will be entitled to a pro-rata refund of fees paid provided no claims have been made.

TECHNICIAN:

We agree to perform the services hereunder and may contract with an independent contractor to fulfill repair or replacement services, this entity will be known as a Technician. In no event shall Our Technicians, or any of Our Technicians' agents or employees, be deemed agents and employees of Ours.

AGREEMENT:

This Agreement is the complete and exclusive statement of the understanding of the Parties with respect to this Plan and supersedes all prior understandings and agreements, whether written or oral, between Us and You relating to the subject matter hereof.

TERMS AND CONDITIONS:

The Terms and Conditions are included in, and are a subset of, the entire Agreement.

Non-covered Repairs are any and all repairs (materials and associated labor charges) that occur on parts or materials not explicitly stated as a Covered Repair under this Plan.

COOLING SYSTEM REPAIR PLAN:

This Cooling System Repair Plan is a service Agreement that will pay for the repair of the Cooling System identified below that services Your single-family home to the extent that it malfunctions as a result of normal wear and tear including inherent defects in material and such malfunction is not excluded from the Plan under these Terms and Conditions.

ELIGIBILITY FOR COVERAGE:

One agreement is required per covered residence. If You have more than one Cooling System at Your Property then You must purchase a Cooling System Repair Plan for each individual Cooling System.

OVERLAPPING COVERAGE:

If You find You have another service agreement or insurance policy which provides similar benefits, You can notify us immediately. We will refund Your Service Agreement fee as long as no Service Call has been provided. You may be required to provide a copy of the contract/policy showing similar coverage.

OUR RIGHTS:

We reserve the right to change the fee for this Plan upon giving You thirty (30) days written notice. We also reserve the right to modify this program upon thirty (30) days written notice to You. We also reserve the right not to renew this Plan.

Our obligations are limited in the event Your property was not eligible for coverage under the Plan(s). If We determine Your property was not eligible, then Our sole obligation under the Plan(s) is to refund the payments made by You. When this refund is paid, the Plan(s) will be void as of the date of the original Enrollment Date.

THIS PLAN IS NOT AN INSURANCE CONTRACT, AND IS NOT TRANSFERABLE BY YOU. THIS PLAN PROVIDES REPAIR OR REPLACEMENT SERVICE FOR COVERED REPAIRS REQUIRED DUE TO NORMAL WEAR AND TEAR INCLUDING INHERENT DEFECTS IN MATERIAL. WE SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT ARISE FROM (1) ANY DEFECTS IN MATERIALS USED TO MAINTAIN COVERED REPAIRS; OR (2) DEFECTS IN WORKMANSHIP PROVIDED UNDER THE PLAN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OFFERED WITH THIS PLAN. OUR LIABILITY FOR DEFECTIVE MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL AND/OR A CORRECTIVE SERVICE VISIT. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ANY OTHER EXPENSES, LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF YOUR PLAN OR ANY SERVICE COVERED UNDER THE PLAN OR THE USE OR INABILITY TO USE THE SERVICE TO WHICH THE PLAN APPLIES.

STATE VARIATIONS:

The following state variations shall apply if inconsistent with any other terms and conditions of this service agreement.

Alabama – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. We may repair with non-original manufacturer parts.

Arizona – "Consumer" means a contract holder, inclusive of a buyer of the covered product (other than for resale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "Service Company" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "Service Contract Administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. HomeServe is the Service Contract Administrator and AMT Warranty Corp. is the Obligor for this Service Agreement in Arizona. No Service Agreement shall be cancelled or voided by Us due to pre-existing conditions, prior use or unlawful acts relating to Your Product, misrepresentation by Us or any of our assignees or ineligibility for Our program due to Your Product being a "Gray Market" import or product. No claims will be deducted from refunds. If we cancel you will receive a pro rata refund even if you have filed a claim.

Arkansas - Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120. We may repair with nonoriginal manufacturer's parts.

Colorado – This service contract is limited to covering single family residences, residential units in a multiple-dwelling structure that have