

provided hereunder. If We cancel this Agreement, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Agreement, You will receive a pro-rata refund based upon the same criteria as outlined above.

XV. TRANSFERABILITY

During the Term, coverage under this Agreement can be transferred one time to a new owner of the covered Residence only. Coverage under this Agreement cannot be transferred to any other address or property. To initiate transfer to a new owner of the covered Residence, contact the Our authorized representative at 1-888-508-8886. A transfer fee of thirty-nine dollars (\$39) is required in order to effectuate transfer to a new owner.

XVI. DISPUTE RESOLUTION – BINDING ARBITRATION

CALIFORNIA ONLY: This provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the obligor/provider or the named insurer in the "XVII. GUARANTY" provision and/or the California Department of Insurance ("DOI"). However, if You choose to forego Your right to file Your claims with the obligor/provider, named insurer in the "XVII. GUARANTY" provision, and DOI, You waive those rights and this provision will be enforced and binding. In such case, this Agreement shall require binding arbitration if the event of an unresolved dispute between You and Us (the obligor/provider) concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding, except the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party in accordance with California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3). The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live and shall be governed by the CAA (CCP § 1280 et. seq.) The laws of the state of California (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

VIRGINIA ONLY: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Georgia (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by the Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

XVII. GUARANTY

This is not an insurance policy; it is a service agreement. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the product covered under this Service Agreement within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Agreement, and We fail to refund any unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

XVIII. ENTIRE LEGAL AGREEMENT

This Service Agreement, including the provisions, conditions, limitations, exceptions and exclusions, and Your Declaration of Coverage, constitute the entire legal agreement between Us and You, and no representation, promise, or condition not contained herein shall modify these items; except as required by law.

NOTICE: THE PURCHASE OF THIS SERVICE AGREEMENT IS NOT MANDATORY AND MAY BE WAIVED.
