

**SAMPLE
WELCOME
KIT**



Welcome to CentralProtect®

Saving Money at Home

Just Got a

Whole Lot Easier!

 **CentralProtect®**
HOME SERVICE PLAN

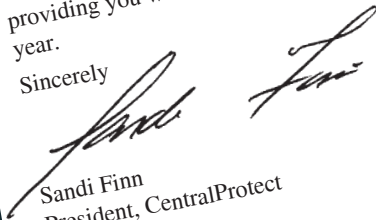
Dear CentralProtect Customer,
I'd like to personally welcome you to CentralProtect: The home service plan that not only protects your most important home systems, but also protects your budget – 24 hours a day, 365 days a year.

The odds are now in your favor.
Before you had CentralProtect, your risk of paying thousands of dollars to replace your air conditioning or heating system was very high. But now, you've reduced that risk! With CentralProtect, one low deductible pays for the covered repair or replacement of your covered a/c and hvac systems.* And unless there's another home your street with CentralProtect's coverage, you can consider yourself (and your budget) among the best protected in your neighborhood.

Please take your free review period to read through this Guide at your convenience. It contains everything you need to know about CentralProtect – from how to take advantage of all your benefits and exclusive savings to your personalized warranty number and information on how to enjoy significant discounts on new appliances.

Once again, I'd like to welcome you to CentralProtect where we are committed to providing you with exceptional service, savings and protection every single day of the year.

Sincerely

A handwritten signature in black ink, appearing to read "Sandi Finn".

Sandi Finn
President, CentralProtect

* See terms, conditions, and limitations in the contract enclosed in this kit. Covered systems must be in good working order at time of activation.
Non-covered charges may apply to certain repairs and replacements

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Benefits At-a-Glance:

The Savings and Convenience of CentralProtect Start Here.

Since most of us don't have thousands of dollars to spare on the repair or replacement of major home systems, it's important to have CentralProtect around to pay the bill for you. For less than a cup of coffee per day, you can relax knowing your home and budget are protected.

24/7 Hotline Access

When your air conditioning or heating system breaks down, just visit www.PlaceMyClaim.com or call CentralProtect toll-free any time of the day or night to schedule a pre-screened service professional to come to your home.

Instant Savings

Remember: whether your covered system needs repair or replacement, you'll typically pay just a \$95 deductible and CentralProtect will pay the rest up to \$15,000.

Unlimited Service

Anyone from your household can call for as many air conditioning or heating system repairs as needed.*

No Inspection Required

It doesn't matter the age of your systems... or what make or model they happen to be – they're covered.*

Appliance Discounts

You can use CentralProtect's Appliance Buyline® to get deep discounts off the suggested retail price of brand name appliances – and get them professionally installed in your home – at a discount, of course.

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Non-covered charges may apply to certain repairs and replacements

How To Use CentralProtect

Yes, you can save a lot of money with CentralProtect. But how easy is it to use? We've designed CentralProtect for your convenience, so that enjoying the benefits are as easy as 1-2-3.

- 1** If you need CentralProtect assistance, visit www.PlaceMyClaim.com or call 1-800-474-4047 and provide your Warranty Number.
- 2** We can set up a conference call with a pre-screened service professional or you can call the provider at your leisure.
- 3** Set up the best day and time for the service visit.

No matter the age, make or model of your system or appliance, your service specialist will repair the covered item so it's working properly. If it can't be repaired, CentralProtect will replace it.*



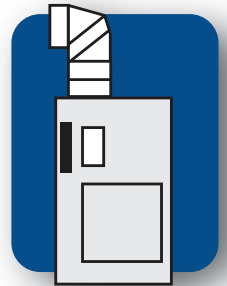
Your Covered Air Conditioning and Heating Systems

CentralProtect protects you against the high cost of repair and replacement for two of home systems you use the most – your air conditioning and your heating systems. Through the hottest of days and the coldest of nights, CentralProtect has been designed to keep your home up and running so you and your family will stay comfortable. It's all about saving you money and worry while making your life easier every single day.



From problems with your air conditioning system's Freon® levels to its wiring, motor, condenser coil and everything in between, CentralProtect is always on call for you. To make sure you're staying cool inside when it's hot outside, CentralProtect will repair or replace your covered a/c no matter its age, make or model.*

It's often impossible to know where heating oil and gas prices are heading. That's why it's more important than ever to keep your furnace running efficiently. So if you hear a funny noise coming from your furnace or your heat doesn't turn on when it should, call CentralProtect and let one of our pre-qualified technicians fix the problem for you... all for the low price of your \$95 deductible.



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One Call..Thousands In Savings

Imagine getting a new air conditioning system or a new furnace for the low cost of your \$95 deductible. Well, that's the way it works with CentralProtect.*

Whenever the covered air conditioning system in your home breaks down, just visit us at www.PlaceMyClaim.com or give us a call and we'll send a qualified, pre-screened service professional to repair it. If it can be repaired, we'll fix it to meet CentralProtect's superior standards. But that's not all: you'll also receive our 180-day Service Guarantee. That means you won't pay a cent if the problem reoccurs due to a workmanship issue and needs subsequent repairs.



But what if it can't be repaired? No problem. CentralProtect will replace the covered system with a new one of comparable features. Based on our research, that could save you as much as \$3,000 to replace a furnace and even as much as \$4,000 to replace an air conditioning system. That's money in your pocket that you can use for so many other things!

With CentralProtect on your side, you don't have to run the risk of unexpected, costly breakdowns any longer.

You are now **RISK-FREE!**

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A 24/7 Hotline with Exclusive Service Access



Whether you have an emergency, or just need us to take a look at something, the CentralProtect hotline is open 24 hours a day, 365 days a year – so you're never alone when you need help. Just think, you'll never again have to search through the Yellow Pages desperately searching for someone who might do a good job and who you hope won't overcharge you.

With CentralProtect, just dial our toll-free number, let us know the day and time that work best for you and we'll send one of our qualified service professionals in your area directly to your home. Every one of our service companies has been pre-screened for your satisfaction, so there's no need to worry about the job getting done right - that means you can sit back and relax while we do all the work!

DEEP DISCOUNTS OFF APPLIANCES –
INSTANTLY – WITH CENTRALPROTECT'S APPLIANCE
BUYLINE® DISCOUNT BUYING SERVICE.

Ready to upgrade your clothes washer... stove... maybe a new dishwasher as a special gift for yourself? Just call 1-800-474-4047 and speak with a CentralProtect representative who will help you find what you need at BIG savings off the manufacturer's suggested retail price. Do you need it professionally installed? Your representative will set that up for you also – at a discounted price, of course.

Frequently Asked Questions

Q *Do I need CentralProtect if I already have a homeowners policy?*

A YES. Most homeowners policies do not cover repair or replacement of air conditioning and heating systems caused by mechanical failure. That's why there's CentralProtect!

Q *Does CentralProtect cover older air conditioning and heating systems?*

A OF COURSE. CentralProtect provides repair or replacement of your covered air conditioning and heating systems no matter their age, make or model.

Q *What if I have new air conditioning and heating systems... do I still need CentralProtect?*

A YES. Remember, it doesn't matter how old or how new your covered systems are – something could go wrong at any moment. From your a/c's evaporator coil to your heating system's thermostat and heat pumps, you're protected with CentralProtect.

Q *Will CentralProtect pay for itself?*

A ABSOLUTELY. When you compare CentralProtect's low monthly cost to the \$4,000 it could cost to replace an a/c system or \$3,000 for a new furnace, it's easy to see that you can save thousands of dollars with one service call!

Q *Are CentralProtect's service professionals reputable?*

A WITHOUT A DOUBT. CentralProtect pre-screens and pre-qualifies the service professionals in your area so that you're guaranteed a reputable and trustworthy service company.

Q *What are CentralProtect's hours?*

A 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR.
OR VISIT WWW.PLACEMYCLAIM.COM TO FILE A NEW CLAIM.

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This Certificate Entitles You
To All CentralProtect Services and Discounts

Coverage Includes:

Central Air Conditioning System

Central Heating System

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ENROLLEES OF THE APPLIANCE BUYLINE DISCOUNT BUYING SERVICE (THE "SERVICE") AND SHALL BE BINDING ON ALL ENROLLEES UPON COMPLETION OF ENROLLMENT IN THE SERVICE.

1. **THE SERVICE:** The Service is offered by Cross Country Home Services, Inc. as an additional benefit to enrollees in certain of its and its affiliates and subsidiaries' home products (collectively CCHS). Through the Service, enrollees are given direct access to third-party merchants' ("Participating Merchants") websites through which enrollees can purchase appliances at discounted prices compared with the manufacturer and/or Participating Merchant's suggested retail prices. All products offered to enrollees in the Service are determined solely and exclusively by the Participating Merchants, and all prices and discounts advertised on the Participating Merchants' websites for the products offered are determined solely and exclusively by the Participating Merchants. All purchases made by enrollees through the Service are made directly between the enrollee and the Participating Merchant and must be approved by the Participating Merchant. All terms and costs of delivery and/or installation of any product(s) purchased through the Service are determined solely and exclusively by the Participating Merchant and the enrollee. The Service shall not participate in the selection, purchase, payment, delivery, or installation of any product by any enrollee from any Participating Merchant. The Service reserves the sole and exclusive right to determine which merchants may participate in the Service.
2. **ENROLLMENT:** To enroll in the Service, you must contact the Service at 1-800-475-9679 or by email to questions@appliancebuyline.com. Once enrolled, you will be provided with the necessary information to access Participating Merchants' websites, including any required authorization codes necessary to access the websites. Depending on the Participating Merchant, you may also be required to register with the Participating Merchant before accessing the merchant's website and/or purchasing any products. All enrollees in the Service who access and/or register with a Participating Merchant's website are subject to all terms and conditions established by that Participating Merchant in addition to the Terms and Conditions set forth herein.
3. **MERCHANDISE ORDERS:**
 - a. When you order a product from a Participating Merchant, the purchase is completed solely and exclusively between you and the Participating Merchant. Neither the Service nor CCHS is the merchant, vendor, supplier, or manufacturer of any product. Neither the Service nor CCHS maintain inventory for any products, or take title to the product. In addition to the terms and conditions set forth herein, all orders placed with a Participating Merchant are subject to the terms and conditions of the Participating Merchant with which the order is placed as well as any terms and conditions imposed by the manufacturer.
 - b. All purchases made through the Service must be completed with a credit card unless otherwise permitted by the Participating Merchant. You must check with each Participating Merchant to determine which credit cards they accept.
4. **CANCELLATION AND RETURN POLICY ON MERCHANDISE ORDERS:**
 - a. All cancellations of any orders placed with a Participating Merchant are subject to and must comply with the terms, conditions and policies of the Participating Merchant with which the order was made. You must contact the Participating Merchant directly to effectuate any cancellation.
 - b. All returns of items purchased through the Service from a Participating Merchant and delivered to you are subject to and must comply with the terms, conditions and policies of the Participating Merchant from whom the product was purchased. You must contact the Participating Merchant directly to effectuate any return.
5. **AVAILABILITY OF MERCHANDISE:** The Service and CCHS do not guarantee the availability of any product. The availability of any product is determined solely and exclusively by the Participating Merchants.
6. **WHO MAY USE:** You and immediate members of your family living in your household may use the Service for the purpose of purchasing home appliances for your and your immediate family's personal use. You may not use the Service to purchase appliances for the purpose of reselling them. You may not disclose any information you learn from accessing any Participating Merchant's website to any person or entity except as necessary to fulfill the buy-sell relationship between you and the Participating Merchant. You may not give any other person access to any Participating Merchant's website or purchase appliances through the Service on behalf of anyone other than yourself or your immediate family members living in your household. You agree to notify the Service if you become aware of any unauthorized use of the Service. Any violation of these limitations may result in the immediate termination of your enrollment in the Service and/or termination of your right to access Participating Merchants' websites.
7. **LIMITS OF LIABILITY:**
 - a. THE SERVICE, CCHS, AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM AND ASSUME NO LIABILITY AS A SELLER OF ANY PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, INCLUDING WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY SUCH DEFECTIVE PRODUCTS, DELAY IN DELIVERY OF PRODUCTS FOR ANY REASON WHATSOEVER, DELIVERY OF THE WRONG PRODUCT, NEGLIGENCE IN CONNECTION WITH THE DELIVERY AND/OR INSTALLATION OF A PRODUCT, AND NEGLIGENCE OF A PARTICIPATING MERCHANT, AND YOU AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AS AGAINST THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES.

- b. THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES FURTHER EXPRESSLY DISCLAIM AND ASSUME NO LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES. THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE.
- c. THE SERVICE, CCHS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY WEBSITE, PUBLICATION OR GUIDE PRODUCED AND PROVIDED TO YOU BY THE SERVICE, CCHS OR THEIR PARENTS, SUBSIDIARIES OR AFFILIATES OR FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY PARTICIPATING MERCHANT'S WEBSITE, PUBLICATIONS OR GUIDES. INFORMATION IN ANY SUCH PUBLICATIONS, GUIDES AND/OR WEBSITES REGARDING PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
8. **WARRANTY DISCLAIMER:** TO THE EXTENT PERMITTED BY LAW, THE SERVICE, CCHS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY ANY PARTICIPATING MERCHANT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING BY CUSTOM OR TRADE USAGE.
- YOU ARE ENTITLED ONLY TO THE MANUFACTURER AND/OR PARTICIPATING MERCHANT'S PRODUCT AND SERVICE WARRANTIES SET FORTH IN THE DOCUMENTATION AND INFORMATION PROVIDED BY THE MANUFACTURER AND/OR PARTICIPATING MERCHANT. THESE WARRANTIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN EQUITY OR AT LAW FOR DEFECTIVE PRODUCTS OR SERVICES.
9. **CHANGES IN TERMS AND CONDITIONS:** The Service reserves the right to change the terms and conditions of this Agreement at any time. Benefits may vary from those stated here, and are subject to change without prior notice.
10. **GOVERNING LAW:** These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.
11. **DISPUTE RESOLUTION: 1. ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney. **2. CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.
12. **ASSIGNMENT:** You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of the Service and subject to the authorization of Participating Merchants in accordance with their respective terms, conditions and policies.
13. **ENTIRE AGREEMENT:** These Terms and Conditions constitute the entire agreement between you, the Service and CCHS with regard to the Service and any representation, promise or condition in connection therewith, whether oral or written, not incorporated herein shall not be binding upon either party, including, without limitation, any promotional, advertising and/or marketing materials provided to you by the Service or CCHS or otherwise exchanged between the parties.

Cross Country Home Services, Inc. is the Servicing Company of the Appliance Buyline® Discount Buying Service. Certain restrictions and limitations apply. The Appliance Buyline® Discount Buying Service complies with all applicable laws and regulations concerning consumer goods. Products restricted by law are not available. Not available in Puerto Rico. Appliance Buyline is a registered service mark of Cross Country Home Services, Inc., Ft. Lauderdale, FL 33323.

CENTRALPROTECT HOME SERVICE AGREEMENT

This Home Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your". This is a Home Service Agreement, not an insurance policy.

This Agreement is intended to provide protection against the cost of repairing certain types of mechanical failures of specific items in your home. **Please read the Agreement carefully. Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement.** Coverage is subject to the limitations and conditions specified in this Agreement.

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see DISPUTE RESOLUTION section for more information about arbitration.

I. BASIS FOR COVERAGE

We agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement. Determination of coverage for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis. We reserve the right, at our option, to replace items rather than repair them. The definitions of the specific items that may be listed on your Agreement Coverage Summary as covered, as well as other limitations on coverage and other terms and conditions, are listed below.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition on the Agreement effective date. "Mechanical failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Mechanical failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; misuse; and rust and/or corrosion. "Domestic-grade" items are those that were manufactured and marketed solely for installation and use in a residential single family dwelling. The covered item will be deemed to have been in "proper operating condition" on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor's diagnosis.

II. DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on your Agreement Coverage Summary. Please refer to your Agreement Coverage Summary. **This Agreement defines precisely what mechanical systems and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions herein.** The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered.

1. Primary Central Air Conditioning/Cooling System

Description of Covered Items: Mechanical parts and components of a centrally ducted air conditioning system or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; freon gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We cover one (1) system with maximum of five (5) ton capacity, and designed for residential application. If the primary cooling system in the home is comprised of wall units, three (3) wall units will be covered.

Examples of Items/Conditions Not Covered: Primary/secondary condensate drain pans, pumps, and lines; asbestos insulated ductwork or piping; concrete encased or inaccessible ductwork; dampers; filters (including electronic/electrostatic and de-ionizing filter systems); fossil fuel control systems and other energy management systems and controls; geothermal piping; heat recovery unit; humidifiers; interconnecting

CENTRALPROTECT HOME SERVICE AGREEMENT

freon lines (external of the equipment); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; structural components; water pumps, valves and lines (external of the condenser unit); wall units (except as noted above); window units, and water cooling towers. Gas systems, including ammonia systems, and chilled water systems, are not covered.

2. Primary Central Heating System

Description of Covered Items: Mechanical parts and components of one (1) system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; ignitor and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property. In no event shall we be liable for claims in excess of \$1,500 in the aggregate per Agreement term, per covered property for systems that have been converted from coal-to-oil, coal-to-gas, or oil-to-gas; or for hot water or steam heating systems including radiators, vent pipes/lines, or oil fired forced air systems.

Examples of Items/Conditions Not Covered: Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; concrete encased steam or radiant heating coils or lines; conditions of water flow restriction due to scale, rust, minerals and other deposits; fossil fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; pressure regulators; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; and structural components.

III. SERVICE

1. **When repair or replacement services covered by this Agreement are required, you must telephone us at the toll-free service number printed on your Agreement Coverage Summary page. Telephone service is available twenty-four (24) hours a day, seven (7) days a week.** You must notify us immediately upon discovery of any mechanical failure, and prior to the expiration of the term of the Agreement during which the failure occurred. **If you fail to notify us of any mechanical failure prior to the expiration of the term of the Agreement during which the failure occurred, we will not be responsible for the cost of any repairs and/or replacements resulting from the mechanical failure.**
2. We will provide you with a referral to an independent contractor. We will use reasonable efforts to provide a referral to an independent service contractor within two (2) hours after the service request is received during normal business hours and within twenty-four (24) hours for requests received after normal business hours and on weekends or holidays. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered mechanical failures that affect the habitability of the dwelling.
3. We have sole authority to select independent contractors. All repair and/or replacement work covered by this Agreement must be performed by an independent contractor and approved by us in advance. **We are not responsible for expenses you incur without our express consent.** We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.
4. **This Agreement includes a deductible charge, listed on your Agreement Coverage Summary, that you must pay on each service call made towards the covered portion of any claim.** You will be responsible for and shall pay the independent contractor directly for the service call and for actual work performed and/or items installed, up to the amount of the deductible at the time of visit(s), in a manner acceptable to the independent contractor. You are responsible and must pay the independent contractor for any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Agreement. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item
5. You agree to provide access to the covered property during normal business hours for the independent contractor to diagnose, obtain approval for, and/or complete repairs for covered mechanical failures. You agree to pay us and/or our independent contractor any service charge and additional charges assessed by our independent contractor resulting from your failure to provide access and/or for missed appointments.
6. Should any building or zoning permits be necessary, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.

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7. At our discretion, we may elect to replace a covered item rather than repair it. **The decision to replace rather than repair items is solely our option.** Should we choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. We are not liable to provide exact match in color, dye, lot, material, type or brand. When replacing covered systems or items, we will be responsible for the installation of the replacement item but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason. Should we determine to replace an item and you instead choose to effect a repair, that item is excluded from further coverage under this Agreement and subsequent renewals.
8. At our discretion, we may give you the option to elect to receive a repair/replacement credit or cash payment (net of deductible) in lieu of providing a repair or replacement. In such cases, the amount of such credit shall be equal to the lesser of the approved cost of repair or the estimated cost of replacement. If you elect a credit to our independent contractor, we will pay that amount directly to the independent contractor after the work has been completed. If you elect the cash payment, you must supply documentation supporting that the item in question has been purchased, replaced or repaired prior to receiving the cash payment. Any replacement item must be installed in the covered property as listed on the Agreement Summary Page. **The amount of the approved cost of repair or replacement will be established by us at our sole discretion.** We reserve the right to inspect repaired and/or replacement items.
9. We reserve the right to obtain, at our expense, a second opinion by an independent contractor prior to determining eligibility for coverage.

IV. GENERAL EXCLUSIONS AND LIMITATIONS

1. This Agreement provides coverage for the mechanical failure of only those systems and components thereof listed as covered on your Agreement Coverage Summary and only to the extent described herein. This Agreement does not cover any items not specifically named as covered on your Agreement Coverage Summary.
2. This Agreement shall not cover any item(s) if they are: mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design or application; previously, or subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect; improperly installed; or below the slab or basement floor of the home; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure with the exception of central air conditioning units).
3. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation: abuse or misuse; improper installation; improper or insufficient maintenance; neglect or misuse; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure.
4. This Agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations.
5. This Agreement does not cover any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system or component, or part thereof or with new type of fuel, chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. This Agreement does not cover any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment. This Agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.
6. SEER (Seasonal Energy Efficiency Ratio) operational compatibility: If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator

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coil in order to provide operational compatibility, we agree to pay the covered costs for one (1) of the following (determination is at our sole discretion) only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.

7. This Agreement does not cover: fees associated with the removal and disposal of old systems and components; any fees or costs, including but not limited to, disposal fees arising from hazardous or toxic material, asbestos, freon or freon reclamation.
8. This Agreement does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.
9. This Agreement does not cover (a) fees associated with use of cranes or other lifting equipment required to service any item or system; or (b) excavation or other charges associated with gaining access to a covered system, item or component ; or (c) electronic computerized energy management systems or devices, or lighting and/or appliance management systems.
10. This Agreement does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system or item. This Agreement does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceilings.
11. This Agreement does not cover any costs incurred to gain access to a covered item, system or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property. This Agreement does not cover any costs associated with equipment to gain access or permit serviceability such as but not limited to scaffolding.
12. This Agreement does not cover delays or failures to provide service caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent contractors to the covered property due to lack of or inhibited serviceability, such as but not limited to, tolls, required use of ferries or barges and/or remote locations.
13. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
14. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranty's. Our coverage is secondary to such insurance, warranties, or guarantees.
15. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. If you authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component covered by this Agreement, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).
16. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. You are also responsible for providing all routine maintenance for all areas in a covered property around covered items and/or systems to ensure that these items and/or systems are able to function properly as specified by the manufacturer. Any mechanical failures resulting from your failure to provide routine maintenance as specified in this paragraph, or as otherwise required in this Agreement, shall not be covered in accordance with Section IV, Paragraph 3 of this Agreement.

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17. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any independent contractor.
18. Under any and all circumstances, our maximum liability, in the aggregate, for any and all claims submitted per term of this Agreement shall be \$15,000. This aggregate maximum liability per term of the Agreement includes any and all covered claims made in accordance with the terms of this Agreement, as well as any and all claims, causes of action and/or rights of action, whether filed in arbitration or any court of law, for breach of contract, negligence, torts, strict liability, claims arising under any state or federal statute (to the extent such limitations are permitted by law), indemnification, contribution, and/or subrogation.

V. PROPERTIES ELIGIBLE FOR COVERAGE

1. This Agreement covers a single family residence, including a condominium, townhouse or villa used solely for residential purposes. Multi-family residential income property of more than two-units is not eligible for coverage. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school will not be covered. Notwithstanding the exclusion of "group homes", this Agreement provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A). Homes listed in any historical register are not covered, which will include any homes registered on the National Register of Historic Places. Whether or not this Agreement covers a condominium unit, mobile home, manufactured home, or multi-family property (duplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items shared by non-warranted units shall be covered by this Agreement.
2. Mobile homes constructed within ten (10) years of the effective date of the Agreement are eligible for coverage, provided they are permanently secured to the ground and that the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for coverage.

VI. CANCELLATION

1. You may void this Agreement within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to void this Agreement as provided in this paragraph is not transferable. A ten percent penalty per month will be added to any refund required under this paragraph, including any accrued penalties, that is not paid or credited within 30 days after termination of this Agreement pursuant to this paragraph.
2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars (\$25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If the refund calculation results in you owing us payment for services provided, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee. We will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.
3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.

VII. DISPUTE RESOLUTION

1. **ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.
2. **CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

VIII. OTHER CONDITIONS

1. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary. This Home Service Agreement expires one (1) year from Agreement effective date, unless renewed.
2. **Renewal.** This Agreement will automatically renew at the option of the Issuing Company and where permitted by state law, for successive one (1) year periods, unless cancelled by you or us in accordance with the cancellation provisions. You will be notified of any rate and/or coverage changes not less than thirty (30) days prior to the expiration of the Agreement.
3. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed \$25.
4. **Installment Billing.** In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a mechanical failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.
5. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.

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6. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
7. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
9. **Issuing Company.** This Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors.
10. **Corporate/Administrative Office.** Cross Country Home Services, Inc., P.O. Box 551540, Ft. Lauderdale, FL 33355-1540, 954-835-1900

CP-CNC 0407 rev. 0612

SAMPLE

Cross Country Home Services, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers information collected through our websites. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.

Why?

Some companies, like **CCHS**, choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information.

What?

The types of personal information we collect and share depend on the product or service you have with us. This type of information can include:

- Address, phone number and email address
- Account transactions and purchase history
- The date and time you contact us, the nature of your inquiry, and related information, when you access our website
- Credit card, loan number or ACH payment information

When you are **no longer** our customer, we continue to protect your information as described in this notice.

Data Retention: We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at compliance@cchs.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

For Quality Assurance purposes, both inbound and outbound service calls may be recorded.

Questions or to Opt Out

If you have general questions about this policy or wish to opt out of communication, please call 877.248.6683 or email compliance@cchs.com. To completely deactivate your account, please call 1-800-474-4047.

To view the full privacy policy, please visit www.cchs.com.

Hoping that your a/c or heating system won't break down is a gamble that could cost you thousands of dollars.





With CentralProtect now protecting your home you're risk-free of budget-breaking repair and replacement costs!

 **CentralProtect**
HOME SERVICE PLAN

Welcome to the Risk-Free World of CentralProtect.

Congratulations! You, your home and your hard-earned money are now protected.

As you know, the odds of something going wrong with your air conditioning or heating system increases every day. But now that you have CentralProtect, you are protected from the risk of budget-breaking repair and replacement costs.

	Replacement Cost Without CentralProtect*	Replacement Cost With CentralProtect**
	Furnace \$1,500 - \$4,500	\$95
	Air Conditioning \$1,525 - \$6,500	\$95

And the savings go on and on all year long for your home. So now you can enjoy all the extra money you'll keep in your pocket... along with the freedom from worry that CentralProtect gives you every single day.

* The data is based on CentralProtect's estimated ranges on retail costs for replacement of the listed systems and appliances. Includes data from national independent service contractors.

** See terms, conditions, and limitations in the contract enclosed in this kit. Covered systems must be in good working order at time of activation. Non-covered charges may apply to certain repairs and replacements

