

HOME PROTECTION SERVICE AGREEMENT FOR SINGLE-FAMILY HOMES

For customer service:

Please call 1-877-275-8197

To report a claim:

Please call 1-877-216-3447

For all other communication, write to:

IGS Energy Home Services

P. O. Box 9052

Dublin, OH 43017



This Service Agreement explains the rights and obligations between you and us under our Home Protection program. The words "you" and "your" refer to you, the customer. The words "we", "us", and "our" refer to The Manchester Group LLC d.b.a. IGS Energy Home Services. Capitalized terms are defined throughout this Agreement.

Eligibility

All Protected Lines and Protected Systems must be attached to or located in a Single Family home owned by you, and for outside line protection, you must own the land upon which your Single Family home is located. All Protected Lines and Protected Systems must have been installed by a licensed contractor according to the applicable building code, and they must be in use and in good working order, without any Leaks or Failures, when you enroll. It is solely your responsibility to have or obtain any right-of-way needed by the contractor(s) to repair or replace any Protected Lines. If you have multiple systems of the same type, each system must be enrolled to receive protection under this Agreement. We reserve the right to confirm eligibility while processing any claim.

What is covered?

Under the various Protection Plans, this Agreement provides repair to restore operational use of your Protected Lines or Protected Systems that experience a Leak or Failure. The contractor will ensure compliance with applicable building codes at the time of repair or replacement. After the Protected Line or Protected System is repaired, the contractor will provide basic site cleanup to the affected area.

What are the limits of protection?

We will only pay up to the limits set forth in each Protection Plan's Limit of Protection, as set forth on your Schedule Page, for each claim. For a Protected Line, two or more claims within 90 days of each other will be considered the same claim for the purpose of calculating the limit of Protection. For a Protected System, two or more claims within 365 days of each other will be considered the same claim for the purpose of calculating the limit of Protection.

When does Protection begin and end?

For Protection Plans you enroll in and pay for directly through us, the Effective Date of protection will be 15 days after your enrollment is processed, provided you have paid for protection to begin. For the Protection Plans you enroll in and pay for through your utility company, the Effective Date of protection will be 15 days after your enrollment is processed and we receive acceptance from your utility company of IGS Energy Home Protection charges being successfully included on your utility account. Regardless of payment method, your protection will only continue so long as you remain current on your payments. If your Protection Plans are cancelled at any time for non-payment, you may re-enroll, and you will obtain a new Effective Date.

LINE PROTECTION PLANS DESCRIPTION

Inside Electric Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Failure** of your Inside Electric lines, including costs for circuit breakers, breaker panel, standard wiring, standard wall outlets (including GFCI), standard wall switches, and standard dimmers.

Inside Gas Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Inside Gas lines.

Inside Sewer Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a Leak in your Inside Sewer Lines.

Inside Water Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Inside Water Lines.

Outside Electric Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Failure** of your Outside Electric line.
(Not available in all areas.)

Outside Burled House Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Outside Buried House Line.
(Not available in all areas.)

Outside Gas line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Outside Gas line.
(Not available in all areas.)

Outside Sewer line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Outside Sewer line. If the covered repair or replacement requires Street Cutting, then this Protection Plan provides a separate Limit of Protection of up to \$4,000 to apply solely to the Street Cutting. If the covered repair or replacement requires Sidewalk Repair, then up to \$500 of the separate Street Cutting Limit of Protection may be used for the Sidewalk Repair. The Sidewalk Repair under this Outside Sewer Line Protection plan **cannot** be combined with Sidewalk Repair under the Outside Water line Protection Plan.

Outside Water Line Protection Plan

This Protection Plan covers the cost for repair or replacement necessary to remedy a **Leak** in your Outside Water line. If the covered repair or replacement requires Sidewalk Repair, then this Protection Plan provides a separate Limit of Protection of up to \$500 to apply solely to the Sidewalk Repair. This additional limit of Protection for Sidewalk Repair **cannot** be combined with Sidewalk Repair under the Outside Sewer line Protection Plan.

SYSTEM PROTECTION PLANS DESCRIPTION

Furnace Protection Plan

This Protection Plan covers the cost of repair necessary to remedy a **Failure** of your Furnace or Boiler, including costs for the following standard parts: bearings, capacitor, circuit board, drain line and trap, couplers, internal draft inducer, pilot/primary ignition control, sensor, wiring, fan control, fan assist motor and assembly, flame sensor switch, fuses (excluding circuit breakers), gas cock, gas valve located on the Furnace or Boiler, limit controls, thermostats (standard non-programmable only), standing pilot and safety assembly, pilot tubing, pilot assembly, pressure regulator (air/gas), switches (emergency, firomatic), thermocouple, and transformer. Additional standard parts for a Furnace include: the blower assembly, blower motor, blower pulleys, fans, fan belt, fan controls, and operating relays. Additional standard parts for a Boiler Include: air scoops, aquastat, auto water fill valve, back flow preventer, balancing valves, burners (if available), circulator (up to 3 zones), drain-off valves, expansion tank, draining expansion tank, flow check valve, low water cutoff, pressure gauges, purge valves, relays, relief valve (30lb. pop), vent dampers and vent valves (at Boiler), and zone valves and operator (maximum 3 zones).

Air Conditioner Protection Plan

This Protection Plan covers the cost of repair necessary to remedy a **Failure** of your central Air Conditioner, including costs for the following standard parts: bearings, belts/pulleys, capacitors, circuit boards, condenser motor/fans, contactor switches, delay timers, fan belt, fan controls, fan relays, fuses (internal), limit controls, motors, line set, operating relays, schrader valves, service valves,

shafts, thermostats (standard non-programmable only), and transformers.

Heat Pump Protection Plan

This Protection Plan covers the cost of repair necessary to remedy a **Failure** of your Heat Pump, including costs for the following standard parts: defrost control, defrost sensors, contactor, high-pressure and low-pressure switches and all parts under the Air Conditioner Protection Plan.

Water Heater Protection Plan

This Protection Plan covers the cost of repair necessary to remedy a **Failure** of your residential Water Heater, including costs for the following standard parts: gas valve located on the heater, induced draft motors, ignition controls, safety controls, regulators, main burners, pilot assemblies, tubing, thermocouples, T&P relief valves, and thermostats.

ADDITIONAL BENEFIT FOR SYSTEM PROTECTION PLANS

After 12 months of continuous enrollment If you have a claim on a Protected System and it is deemed by our contractor that repair is not possible due to a part or parts being unavailable or obsolete, we will provide you with a credit equal to the average cost of such repair had the repair been possible to be applied toward replacement of your system, providing you utilize our contractor to replace your system at the time of your claim.

Payment

In order to start and maintain protection, all charges for the Protection Plans in which you enroll must be paid in full and on time according to your invoices. If you do not pay any amounts owed to us within 30 days of the date payment is due, this Agreement will automatically cancel for non-payment, and your lines and systems will not be protected.

Free Look

You have a "Free Look" period of 30 days from the date of your enrollment to review this Agreement without obligation. During the "Free Look" period you may cancel this Agreement and receive a full refund of any payment we have received so long as you have not made a claim.

Cancellation

After your "Free Look" period, you may cancel this Agreement by mailing a request for cancellation to IGS Energy Home Services, P.O. Box 9052, Dublin, Ohio 43017, and your cancellation will be effective at the end of the monthly period during which you cancelled (or in Illinois only, on the date we receive your cancellation). Also, we may cancel this Agreement for any reason if we provide written notice to you at least 30 days before the cancellation becomes effective. We will refund any pre-paid protection that remains when your cancellation becomes effective, less the amount of any claims paid.

HOW DO YOU MAKE A CLAIM?

You must follow the following claims procedures to receive any service under this Agreement.

Step One

If you have or suspect a Leak or Failure involving your Protected Lines, please call your local utility company. **[If you suspect any natural gas leak, please leave your home immediately and contact your local gas company.]** The utility company's representative may provide temporary service and give you a deadline for repair, or if there is a severe issue, may turn off your service for safety reasons.

Step Two

If you have a Leak or Failure involving your Protected Lines or Protected Systems, **you must** contact us immediately to receive service under this Agreement.

You can call us 24 hours a day at 1-877-216-3447 to report a claim. If your call is received between 8:00am - 6:00pm Eastern Time, Monday through Friday (excluding holidays), we will arrange to have an approved, independent contractor contact you as soon as possible, or by no later than 6:00pm the next business day to arrange for repair. If you have an Emergency claim (where you have no service on the Protected Line or Protected System) outside of the hours listed above, you can call us, and our after-hours claim representative will explain the Emergency service process to you at the time of your claim. **A \$75 fee may apply for Emergency Service.**

Step Three

If the cost of repair exceeds the Limit of Protection for a Protection Plan, or if you request work that is not covered by this Agreement, the contractor will inform you of those charges before work is performed. You must arrange for your payment of the additional charges to the contractor before any work begins. You must assist us and the contractor with obtaining a permit for any repair or replacement if required.

Step Four

After the repair or replacement has been completed, it may be your responsibility to contact your utility company in order to restore service to your home. We will pay for up to two hours of the time a contractor must wait after the completion of the repair for your utility company to restore service. If your local utility company does not require a pre-service inspection, the contractor will restore service.

NOTICE OF SERVICE FEES

If we deny your claim based on an initial assessment, you may still request that we dispatch a contractor to your home; if that contractor confirms that you do not have a Leak or Failure covered under this Agreement, you will be responsible for the cost of the service call, as well as the cost of all repairs. **You will be billed directly for the service call.**

If we deny your claim based on an initial assessment, you may contact your own contractor to perform services at your home. If your contractor determines that you do have a Leak or Failure that should be covered under this Agreement, **you must** call us immediately to resubmit the claim in order to receive any service under this Agreement. Unless you call us immediately and resubmit the claim, we will not be responsible for the cost of the service call or repair.

This Agreement does not provide protection for clogged or non-working Inside or Outside Water or Sewer Lines that are not Leaking. We will facilitate the use of our contractor network to provide you with an unclogging service for the lines you have protected under this Agreement, but the service call and fee for unclogging are your responsibility, and you will be billed directly for the unclogging service.

You will be billed directly for any services received that are not covered under this Agreement. You will have up to 60 days from the date on the invoice to make payment. Until the invoice is paid, no additional claims will be eligible to be processed. And if the invoice is not paid on time, your Protection Plans may be cancelled without notice.

What is not covered!

- Any costs or expenses that we reasonably determine as unnecessary to repair or replace a Leak or Failure in a Protected Line or Protected System.
- Leaks and Failures which first occurred before the Effective Date of your Protection Plan(s).
- Nonstandard parts and materials.
- Cosmetic finish work (e.g., paint, wallpaper) or restoration of the affected area (e.g., sheetrock, tile, landscaping).
- Meters or movement of any meter at the time of a Leak or Failure, unless required by the applicable building code.

- Any insurable event.
- Leaks and Failures caused by insurable events.
- Damage to property caused by any Leak or Failure including, but not limited to, mold.
- Line or system problems caused by you or a third-party through such things as abuse, neglect, or other abnormal conditions of use.
- Lines located inside a concrete slab.
- Lines which exit your home and extend to pools, pool heaters, outside lighting, appliances, or other structures, unless expressly defined in this Agreement.
- Updates or upgrades that are not related to a current Leak or Failure.
- Appliances and connections to appliances, unless expressly defined in this Agreement.
- Low pressure or clogs due to corrosion or any obstruction inside of a line.
- Asbestos coverings in any form.
- Mold and/or mildew evaluation, remediation, prevention or other related services.

Leaks and Failures where any hazardous substance or material exists, such as asbestos coverings in any form, mold or mildew.

- No protection is available under the Agreement until after any and all hazardous materials and substances have been removed, and the work area has been deemed safe.
- It is your sole responsibility to clear the work area of all hazardous materials and substances.
- After the work area has been cleared of all hazardous materials and substances and then deemed safe by us, the Agreement will apply subject to the same terms and conditions as if no hazardous materials or substances had been previously present providing your protection is still in effect under this Agreement at the time it is safe to perform service.

Additional Exclusions: Line Protection Plans

Additional Exclusions for the Inside Electric line and Outside Electric line Protection Plans:

- Households with an electrical service entrance rated 400 amps or above.
- Replacement of switches, dimmers, and outlets in colors other than white or beige.
- Solar systems and components, and electronic or computerized system management controllers.
- Resetting of circuit breakers and replacement of fuses.
- The addition of new switches, dimmers, outlets, and additional service connections.

Additional Exclusions for the Outside Gas Line and Outside Buried House line Protection Plans:

- High pressure gas lines.

Additional Exclusions for the Inside Water and Inside Sewer Line Protection Plans:

- Plumbing fixtures, including connections to plumbing fixtures.
- Leaks caused by freezing due to neglect such as your home not being adequately heated or having items connected to outside bibs which caused line breakage or leaks.

Additional Exclusions for the Inside Sewer Line and Outside Sewer line Protection Plans:

- Drain-jet, rod, or auger service to clear blockages in non-leaking lines.

NOTE: Any removal of roots from a line prior to your enrollment, or any Leak occurring where roots are present within 180 days from your enrollment date, is deemed a pre-existing condition and will make the line Ineligible for protection.

Additional Exclusions for the Outside Water Line Protection Plan:

- Components of a well, such as: the well, well cap, well seal, well pump, pressure tank, and storage tank.
- Branch lines.
- Issues with a well, such as re-digging the well, movement of the well, and electric lines to well components.

Additional Exclusions: System Protection Plans

Additional Exclusions for the Furnace Protection Plan:

- A furnace or boiler rated at 400,000 BTU/hour or more, space heaters, fuel oil heating systems, and propane heating systems.
- Bleeding air bound systems, draining and refilling of Boiler, and balancing any system.
- Components used to cool air including air conditioners and related coils and controls, dual-fuel burners ,fan coils, and other auxiliary heating, flue restrictors, heating jacket, line circuit breakers, trim insulations and boiler sections (leaking or not).
- Heat exchangers.

Additional Exclusions for the Air Conditioner Protection Plan:

- Any system exceeding five tons capacity, geothermal heat pumps, and natural gas powered cooling equipment.
- Balancing of system and refrigerant replacement. Circuit breakers, compressors, condenser and evaporator coils, electronic air cleaners, energy saving thermostat, humidifiers, reversing valves, and solenoid valves.

Additional Exclusions for the Heat Pump Protection Plan (includes Additional Exclusions for the Furnace Protection Plan and Addition Exclusions for the Air Conditioner Protection Plan):

- A Heat Pump rated at 400,000 BTU/hour or more, any system exceeding five tons capacity, geothermal heat pumps, and natural gas powered cooling equipment.

Additional Exclusions for the Water Heater Protection Plan:

- Tankless water heaters, any unit used for nonstandard purposes including, but not limited to, space heating or pool heating.
- Repairing leaks, and flushing.
- Anode rods and drain valve.

Additional Exclusions for all System Protection Plans

- Any rooftop, through-the-wall, or hanging furnace, boiler, air conditioner, or water heater units.
- Maintenance, including inspections and seasonal turn-on/off or pilot relights.
- Utility lines (piping) including water, gas, and electric lines.
- Chimney maintenance or repairs.

- Non-standard parts and unavailable parts.
- Non-standard thermostats, including programmable and energy saving thermostats.
- Parts/service covered by a manufacturer's warranty.
- Auxiliary equipment such as air filters, air zoning electronics and components, electronic air cleaners, humidifiers, and air temperature controls.
- System replacement, unless expressly defined in this Agreement.
- Any lines or ducts attached to a system including, but not limited to, air ducts and vents, supply and return lines, radiators, and registers.
- Combination ambient heat/domestic hot water heating units, fuel oil heating systems, and propane heating systems.

Miscellaneous legal information

Term. The term of this Agreement is the period of time for which you have purchased protection and is either an annual period of 365 days or a monthly period of 30 days. This Agreement is a service contract and not an insurance policy.

Transferability. You may not assign or otherwise transfer this Agreement to another party. We reserve the right to assign or otherwise transfer this Agreement or our rights or obligations under this Agreement to another party at our sole discretion.

Changes to this Agreement. We will provide you with written notice at least 30 days before we modify this Agreement. If we change the fee for any Protection Plan, such change will not take effect until the expiration of any periods for which you pre-paid.

No Waiver. If we choose not to enforce any provision of this Agreement, that will not constitute a waiver of our rights in any future situation.

Right to Recover from Third Parties. If we pay for service in response to your claim, you must assign to us your right to recover that cost from third parties.

Concealment or Fraud. You understand and agree that if you; (1) make any false statement, (2) submit a fraudulent claim, or (3) intentionally conceal or misrepresent a fact or circumstance, then you will waive your right to service for all claims (fraudulent and non-fraudulent) under this Agreement.

Choice of law. This Agreement will be interpreted and construed under the laws of the State of Ohio.

Independent Terms and Conditions. If any part of this Agreement is held invalid by a court, there will be no effect on any other parts, which will remain in full force and effect.

Entire Agreement. This Agreement, together with your Schedule Page, is the entire agreement and understanding between you and us, and it supersedes all other written and oral agreements between you and us.

For Indiana Customers:

Obligations of the provider under this service contract are backed by the full faith and credit of the provider and by a surety bond. Obligations of the provider are not guaranteed under a service contract reimbursement insurance policy.

Definitions

"Air Conditioner" means a single, standard residential, whole house cooling unit that extracts heat from your home.

"Failure(s)," with respect to a System Protection Plan, means that your Furnace or Boiler, Air Conditioner, Heat Pump, or Water Heater is not operating properly due to normal wear and tear.

"Failure(s)," with respect to a Line Protection Plan, means that your Inside Electric Line is not operating due to normal wear and tear or inherent defects in material or craftsmanship.

"Furnace or Boiler" means a single, standard residential, whole house heating unit located within your home.

"Heat Pump" means a single, standard residential, whole house heating and cooling unit that uses compression and decompression to heat and/or cool. The Heat Pump includes a single attached backup furnace.

"Inside Electric line" means an electric supply system from the main breaker panel located within the home to the switches, outlets, and connection boxes located within the home. The Inside Electric line also includes connections to your Protected System.

"Inside Gas line" means a natural gas plumbing supply line system from the point of entrance into your home to the shut-off valve (or where code requires a shut-off valve) at each natural gas appliance located within the home. The Inside Gas Line also includes connections to your Protected System and the single supply line (up to 24 inches in length), from your natural gas meter located at the house to where the line enters the house. The Inside Gas line does not include any other lines exiting or entering the home.

"Inside Sewer Line" means a sewer drain line system located within your home that collects and conveys raw sewage and wastewater from individual house drains to the Outside Sewer Line. The Inside Sewer Line does not include any connections or extensions located outside the walls or above the floors to plumbing fixtures such as exposed traps, drains, or toilets.

"Inside Water Line" means a water plumbing supply line system from the point of entrance into your home to the shut-off valve (or a maximum of six inches of exposed line where the waterline extends from a wall or floor) at each appliance or fixture located within your home. The Inside Water Line also includes connections to your Protected System. The Inside Water Line does not include any other extensions or connections such as lines to appliances or fixtures, any lines used for inside sprinkler systems, or any lines exiting your home.

"Leak(s)" means a break, tear, or rupture of a utility line which occurs as a result of normal wear and tear or inherent defects in material or craftsmanship.

"Outside Buried House Line" means a single natural gas supply line over 24 inches in length from the outlet of the meter to the exterior of the foundation of the home. The Outside Buried House Line is a single line and is the most direct line between the meter and the home. It does not include any connections or extensions such as lines to pool heaters or gas lights.

"Outside Electric Line" means a single service of overhead/ underground customer service electric lines and components that connect your home to the utility owned service lines. Outside Electric Line includes the weatherhead, conduit, meter base, service entrance cable and ground wire/rod.

"Outside Gas Line" means a single natural gas supply line from the curb box to the inlet valve of the meter located at the home. If the meter is located in the yard, the Outside Gas Line includes the natural gas line from the outlet of the meter to the exterior of the foundation of the home. The Outside Gas Line is a single line and is the most direct line between the curb box and the home. It does not include any connections or extensions such as lines to pool heaters or gas lights.

"Outside Sewer Line" means a single sewage drain line located outside your home that collects and conveys raw sewage from individual house drains out to the utility owned sewer main line or septic tank. If you have multiple sewer lines exiting your home, the Outside Sewer Line will be the first line upon which you make a claim, and that same line will remain the only Outside Sewer Line protected under the Outside Sewer line Protection Plan.

"Outside Water Line" means a single water supply line from the curb box to the inlet valve of the meter located inside your home. If the meter is located outside your home, the Outside Water Line includes the water line from the outlet of the meter to the exterior of the foundation of your home.

Outside Water Line does include an outside water supply line connected to a well. The Outside Water Line is a single line and is the most direct line between the curb box and your home or the well and your home. It does not include any connections or extensions such as water lines to sprinklers or agricultural meters.

"Protected Line(s)" means an eligible utility line that you enrolled in a Protection Plan and for which your Protection Plan payments are current.

"Protected System(s)" means an eligible Furnace or Boiler, Air Conditioner, Heat Pump, or Water Heater that you enrolled in a Protection Plan and for which your Protection Plan payments are current.

"Schedule Page" means the letter you received with this Agreement which states your name, address, building type, what lines and systems you enrolled in a Protection Plan, and the applicable Limits of Protection for each Protected Line and Protected System you have enrolled.

"Single Family" means a housing unit owned by you that is a single detached home, duplex, triplex, quad, condominium, or row home. If you own a duplex, triplex, or quad building, all lines attached to and in the building must be enrolled in IGS Energy Home Protection. If you only own a single unit within a duplex, triplex, or quad, or if you share a line in any way with another party, we will prorate any claim payment based on the portion of the line you own. For example, if you share a line with one other party and have a covered claim we will pay 50% of the cost for repair up to the applicable Limit(s) of Protection.

"Sidewalk Repair" means the cutting, excavation, and repair of a public sidewalk.

"Street Cutting" means the cutting, excavation, and repair of a public street.

"Water Heater" means a single, standard residential, whole house natural gas or electric appliance that heats and stores water.