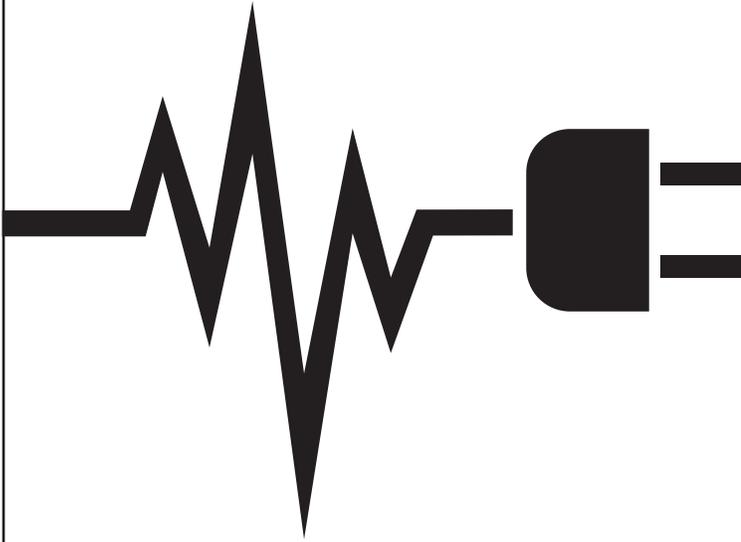


# UtilityShield

Service and repairs made easy.



**Member Service:**  
Please call 877-353-0164

**Member Claims:**  
Please call 877-353-0165

**For all other communication, write to:**  
UtilityShield  
P. O. Box 9052  
Dublin, OH 43017

SEC1704

## SURGE PROTECTION SERVICE AGREEMENT FOR RESIDENTIAL CUSTOMERS

.....

This agreement explains the rights and obligations between you and us under our Surge Protection Plan. The words “we,” “us,” and “our” refer to The Manchester Group, LLC, dba IGS Home Warranty. The words “you” and “your” refer to the Surge Protection Plan owner as stated on the Schedule Page. Capitalized terms are defined throughout this Agreement.

.....

### Eligibility

All Protected Items must be owned by you and located inside your home or attached garage (see below for details on what constitutes Protected Items). Your home can include single family home, an apartment, a condominium, or a single unit in a multiple unit dwelling. You must either own your home or be financially responsible for your place of residence. All electrical lines in your home and attached garage must be properly installed, comply with applicable building codes, and must be in safe working condition. We reserve the right to confirm eligibility while processing any claim.

### What is covered?

The Surge Protection Plan (the “Plan”) provides reimbursement for the repair or replacement of electronic equipment, appliances, and electronic devices (“Protected Items”) located inside your home or attached garage that are damaged by an Electrical Surge. This protection is subject to all of the terms, conditions, limitations, and exclusions set forth in the Plan.

### What are the limits of Protection?

We will only pay up to the limits set forth in your Plan’s Limits of Protection, as set forth on your Schedule Page.

### When does Protection begin and end?

If you enroll in and pay for your Plan 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. If you enroll in and pay for your Plan 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 Plan 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 Plan is cancelled at any time for non-payment, you may re-enroll, and you will obtain a new Effective Date.

### Payment

In order to start and maintain protection, all charges for your Plan 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 Plan will automatically cancel for non-payment, and your items will not be protected.

### Free Look

You have a “Free Look” period of 30 days from the date of your enrollment to review this Plan without obligation. During the “Free Look” period you may cancel this Plan 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 Plan by mailing a request for cancellation to UtilityShield, P.O. Box 9052, Dublin, Ohio 43017, and your cancellation will be effective at the end of the monthly period during which you cancelled. Also, we may cancel your Plan 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.

## Definitions

"Effective Date" means the date from which a Protected Item can fail and be eligible for Protection under this Agreement as defined in this Agreement.

"Electrical Surge" means an unexpected, temporary, uncontrolled burst of unwanted energy over a circuit which can lead to the acceleration of the wear and tear of attached electronic equipment, appliance, and electronic devices, increasing repair frequency, costs, and failure.

"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. Inside Electric Line must have been installed by a licensed electrician and meet local building codes at time of installation.

"Limits of Protection" means the per claim and per year protection limits set forth on your Schedule Page.

"Schedule Page" means the letter you received with this Plan, which states your name, address, and the applicable Limits of Protection for each Protection you have enrolled.

## HOW DO YOU MAKE A CLAIM?

**YOU MUST** follow the following claim procedures and comply with the Claim Form Requirements listed below to receive reimbursement under this Plan:

### Step One.

**You must notify us within 14 days of an Electrical Surge incident that you believe has caused damage to a Protected Item.** You will then be sent a claim form to list items for which you are requesting reimbursement for repair or replacement.

### Step Two.

**You must return the completed claim form, along with the required receipts, to us at the address provided on the claim form within 30 days from the date you receive the claim form.** A claim form will be deemed received by you 5 days after you notify us of an Electrical Surge incident unless you inform us otherwise.

### Claim Form Requirements

- The claim form must be completed by a qualified service provider that performs repairs or replacement of the damaged items.
- A qualified service provider is a licensed specialist involved in a regular or ongoing basis with assessing and repairing covered residential property. IGS Energy Home Services, at its sole discretion, may determine if a service provider is qualified.
- You must include a copy of the repair or replacement invoice(s), printed on the qualified service provider's business letterhead that includes the name, address, and telephone number of the qualified service provider, the name of representative completing form, along with the date the loss occurred, and a complete description of the damages and associated repair or replacement charges.
- The replacement amount shall be limited to the typical purchase price of the item, or most similar item of like quality on the market at the time of the Electrical Surge incident (loss). Claim payments for repair or replacement shall not exceed your Limits of Protection.

## What is not covered?

- Items not operational prior to your Plan Effective Date; items not operational prior to the Electrical Surge causing the loss.
- Items for which the repair or replacement cost is less than \$100.
- Any losses not caused by an Electrical Surge, including, but not limited to, losses caused by, or resulting from, accident, misuse, abuse, alteration, improper installation, faulty wiring, failure to follow manufacturer's instructions, depreciation; insects, vermin, corrosion or rust; physical environment; faulty construction or any original defect in the item, war, or any cause not deemed an Electrical Surge by us.
- Losses not reported within the specific reporting period as required by the claims procedure.
- Any costs or expenses that we reasonably determine to be unnecessary to repair or replace a Protected Item damaged by an Electrical Surge.

- Nonstandard parts and materials.
- Cosmetic damage.
- Items that cannot be replaced with other like kind and quality (as examples, antiques; custom made items).
- Additional costs of onsite service (as examples, travel charges; weekend appointment charges).
- Loss resulting directly or indirectly from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.
- Additional costs incurred as a result of a loss, such as extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration, even if directly caused by an Electrical Surge.
- Any loss not directly associated with the repair or replacement of a Protected Item by a covered Electrical Surge, including but not limited to, consequential damage and incidental damage.
- Costs that are recovered or recoverable by you under a homeowner's or similar insurance policy, but only to the extent such recovery was not reduced by a deductible you were required to pay (for example, if you recover damages for a Protected Item from your homeowner's insurance, but you have to pay a \$500 deductible, the Plan will reimburse you for the \$500 deductible).
- Items not owned by you.
- Items not located inside your home or attached garage at the time the loss occurred.
- Custom made electronic equipment, appliances, or electronic devices.
- Items connected to your home's electrical system with an extension cord.

## Additional Exclusions

- Homes with an electrical service entrance rated 400 amps or above.
- Solar systems and components, and electronic or computerized system management controllers.

## Miscellaneous legal information

**Term.** The term of this Plan 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 Plan is a service contract and not an insurance policy.**

**Transferability.** You may not assign or otherwise transfer this Plan to another party. We reserve the right to assign or otherwise transfer this Plan or our rights or obligations under this Plan 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 Plan. If we change the fee for the 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 Plan, that will not constitute a waiver of our rights in any future situation.

**Right to Recover from Third Parties.** If we pay you 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 Plan.

**Choice of Law.** This Plan will be interpreted and construed under the laws of the State of Ohio.

**Independent Terms and Conditions.** If any part of this Plan 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 Plan, 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.

## Provider Information

Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The provider is The Manchester Group, LLC dba IGS Home Warranty, 6100 Emerald Parkway, Dublin, Ohio 43016.