



Sterling Utilities Plus, Inc.

"We Pay Your Bills When You Can't!"

TERMS AND CONDITIONS

For inquiries regarding your protection or any other assistance needed pertaining to your Agreement please call 877-588-6111

Utilities Involuntary Unemployment Protection

In consideration of the fees paid for this protection selected from the Protection Plan Fee Schedule, We agree to protect as follows:

I. DEFINITIONS:

"We", "Our" or "Us" means Sterling Utilities Plus, Inc., a Texas Corporation

"You" and "Your" means the Primary Protectee and the Co-Protectee, if applicable.

"Agreement" means the Terms of Service Agreement that contains the Sterling Utilities Plus, Inc. Protect Plan terms and conditions thereof.

"Protection" means the plan that is in place to ensure payment of Your utility bill(s) in the event of unemployment, disability, maternity leave, or death as specified in the terms of Your Agreement.

"Active Protection" means there has been an incident, i.e., unemployment, disability, maternity leave, or death and Protection payments are being made directly to the Primary or Co-Protectee as specified in the terms of Your Agreement.

"Primary Protectee" means the primary person, age 18 or older, that is protected, may be in single or joint protection plan

"Co-Protectee" means the spouse or "significant other" of the Primary Protectee, age 18 or older that resides in the same residence. Applicable in joint protection plans only.

"Single Protection" means there is only one individual, Primary Protectee, age 18 or older protected under the plan

"Joint Protection" means there are two (2) individuals protected under the plan, Primary Protectee and Co-Protectee, both are 18 years of age or older and both reside in the same residence.

"Vendor" means to whom the utility bill(s) is owed.

"Effective Date" means the date the Agreement is put in force.

"In Force" means the Agreement is in effect; fees are paid and all conditions are met.

"Pre-existing" means any condition, issue or circumstance existing prior to enrolling with Sterling



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Utilities Protection Plan.

"Waiting Period" means thirty (30) days prior to being eligible to file for protection.

"Grace Period" means the ten (10) day period allowed after the monthly due date to make fees good for the month to avoid lapse in protection.

"Open balance" means account is current and monthly fees are being paid.

This Agreement is a month-to-month agreement. You therefore acknowledge that this is a month-to-month agreement and that you have had the opportunity to read the terms and conditions set forth herein.

II. WHEN PROTECTION BEGINS:

Protection begins when your account has had an open balance for at least 30 days and will continue, subject to other provisions in this Agreement, as long as your account has an open balance and fees are paid. No fees will be charged when your account does not have an open balance. Fees charged will automatically resume when your account has another open balance, subject to the termination provisions in this Agreement...

III. ELIGIBILITY FOR UNEMPLOYMENT PROTECTION (CRITERIA):

Subject to our right to require evidence of individual protection and/or gainful employment, all persons are eligible if they:

1. Must be gainfully employed for at least 30 hours a week on the effective date of protection; and
2. Must be 18 years of age or older; and
3. Must qualify as "involuntary unemployment" as outlined in Section VI, "Involuntary Unemployment Plan"; and
4. Must agree to pay the fees by the due date to maintain an open balance; and
5. Must agree to accept the responsibility of paying your utility bill(s) to the Vendor(s) when payments are made directly to You by Sterling Utilities Plus, Inc.

IV. FEE CHARGES/PAYMENT ARRANGEMENTS

The fee charged for your protection is based on the protection plan(s) of your choice that is offered by Sterling Utilities Plus, Inc. Sterling Utilities Plus, Inc. only accepts auto-draft payments, via bank draft or credit card.

V. FREE LOOK/RIGHT OF RESCISSION



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You have the right to examine your Agreement for 10 days. If you are not satisfied, you may rescind it by giving us written notice within 15 days from the effective date of the Agreement. Once We receive your notice of cancellation, any fees We have received will be refunded to You and the protection will be deemed void from the beginning.

VI. PROTECTION PAYMENT - INVOLUNTARY UNEMPLOYMENT PLAN:

We will grant protection if you file written proof that you have become involuntarily unemployed and you are eligible for protection. You must have been in the Protection plan for a minimum of 30 days prior to involuntary unemployment; and must have been gainfully employed 30 or more hours per week at the time you became involuntarily unemployed. Involuntary unemployment includes a) individual or mass lay, b) work stoppage or company downsizing, c) unionized labor dispute, d) general strike, e) no fault termination by employer, and f) lock out. You must be involuntarily unemployed for more than 30 continuous days to qualify for Protection. However, payment will be calculated from the first day of involuntary unemployment. You must notify Sterling Utilities Plus, Inc. of your loss within 10 days of loss. You must register with a state unemployment office or an employment agency within 15 days of losing your job. You must submit the Protection Payment form and proof of registration with the state agency to Us. We will verify all documents and facts to ensure the file for protection is valid. Once the file is validated, Protection will be granted for your Involuntary Unemployment based on the protection plan(s) that you selected. To continue your protection, your monthly fee(s) must be paid on or before the due date while Involuntarily Unemployed. The Maximum protection will be based upon the Protection Plan(s) you selected at sign up. This validation process must be completed monthly for the duration of the involuntary unemployment, subject to the terms of the Protection Plan maximum period.

VII. AMOUNT OF PROTECTION:

In the event of involuntary unemployment while under a Protection Plan offered by Sterling Utilities Plus, Inc. We will pay the utility bill(s) that are protected per Your plan, subject to the Maximum Amount of Protection stated in the schedule, excluding unearned protection fees.

VIII. WHAT WE PAY:

1) Single Protection Plan – In the event of involuntary unemployment while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time of Your involuntary unemployment after We receive all necessary proof of loss. Payments will be made directly to You, subject to Maximum Benefits of Your Protection Plan(s).

2) Joint Protection Plan – In the event of the involuntary unemployment of the Primary or Co-Protectee while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time of involuntary unemployment after We receive all necessary proof of loss. Payments will be made directly to the Primary or Co-Protectee, whichever is applicable, subject to Maximum Benefits of Your Protection Plan(s).

IX. WHO WE PAY:



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Payments will be made directly to You if a single protection plan, subject to the Maximum Protection of Your Protection Plan.

Payments will be made directly to appropriate Protectee if a joint protection plan, subject to Maximum Protection of Your Protection Plan.

Payments are paid directly to You, the Primary or Co-Protectee as applicable. Once payment is remitted to You, it is Your responsibility to pay Your utility bill(s).

X. UNEMPLOYMENT EXCLUSIONS (WILL NOT BE HONORED):

1. If You are unemployed because of accidental bodily injuries or sickness(es), you are not eligible for unemployment protection. This would be considered disability protection. Please refer to disability Terms of Service Terms and Conditions for qualifications for protection.

2. Voluntary unemployment. The following types of unemployment are not eligible for protection:

a. Retirement

b. Flexible work schedules that involve You being paid by your employer for work you have previously done (i.e. a teacher who works only nine months but opts to be paid on a 12-month cycle) is not eligible for Protection during those 3 months.

c. Resigning or quitting your job.

d. Incarceration.

e. Firing as a result of willful misconduct or criminal misconduct.

f. Seasonal or temporary unemployment.

g. If you become aware of pending unemployment either orally or in writing before the purchase of the Sterling Utilities Protection Plan, filing for active protection will not be honored.

3. Any period of time for which you receive termination or severance pay.

4. If you are Self-Employed or an Independent Contractor, you are not eligible for unemployment protection.

XI. WHAT WE DO NOT PAY - GENERAL PROVISIONS:

The protection payments will not include:

1) Any past due amounts; or



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2) Any late charges

XII. HOW TO FILE FOR ACTIVE PROTECTION:

You must register with a state unemployment office or an employment agency within **15** days of the date you lose your job. Within **10** days of your loss, you must notify us of the loss. We will provide you with protection forms that must be completed. *Our forms are also available on our website at www.sterlingutilitiesplus.com.* We will validate your loss with your employer. We also require proof of your registration with the state unemployment office or employment agency. You must submit the necessary paperwork each month to show eligibility for Protection. We require proof of your continued unemployment and registration with each request for protection.

Mail all filings for unemployment protection in writing to:

Sterling Utilities Plus, Inc.
P.O. Box 300652
Houston, Texas 77231-0652
ATTN: Protection Verification Department

All filings for active protection will be subject to due diligence processing for verification. If filing is deemed to meet exclusion criteria (Section III), you will be notified in writing of such findings. We will also forward any supporting documentation available that was used in arriving at the decision to deny protection. If you have documentation that supports otherwise, you may appeal the decision by submitting all information to the same address above **ATTN: Appeals Department**.

XIII. ACTIVE INVOLUNTARY UNEMPLOYMENT PROTECTION WILL CEASE:

- 1) When You are no longer involuntarily unemployed; or
- 2) When We have met the maximum payment arrangement per your Protection Plan Agreement; or
- 3) When You discontinue payment of monthly fees; or
- 4) When You fail to provide Sterling Utilities Plus, Inc. the monthly documentation needed for validation to qualify for continued involuntary employment protection; or
- 5) When there are unsuccessful attempts by Sterling Utilities Plus, Inc. to validate continued involuntary employment through employer and/or registered employment agency; or
- 6) Whichever of the above listed comes first.

XIV. RE-ELIGIBILITY:

You are re-eligible for protection after you have again been gainfully employed on a full-time basis (30 or more hours per week) for a period of 8 consecutive weeks following completion of protection payments.



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We will not deny any death protection or disability protection due to your subsequent unemployment or retirement during the term of the protection.

XV. AGREEMENT CANCELLATION:

This protection plan automatically terminates on the first of these events:

1. On the date your account terminates; or
2. On the billing date upon which you are two months delinquent in payment on your plan; or
3. Thirty (30) days after we have notified you that We are cancelling your Protection Plan(s); or
4. On the date the Agreement terminates; or
5. Death of the Protectee; or
6. Whichever of the above listed comes first.

This Protection Plan applies only when there is an open balance on your account. If you do not have an open balance, there is no Protection to be offered and therefore all Protection is ceased.

You can stop protection any time during the term of the protection plan. You must give 10-day notice to Us of the date the protection is to stop. Any unearned fees will be refunded pro-rata.

Termination of this Agreement shall not prejudice any protection existing on the date protection terminates. Upon discharge of the bill(s), the protection will be terminated. No refunds will be applicable in this case as protection would have been paid.

XVI. TERMINATION OF PROTECTION:

1) We Can Terminate: We reserve the right to cancel this Agreement, and all such protection will stop on the date the cancellation becomes effective. We will notify you in writing of our intent to cancel at least 10 days in advance. Where the Grace Period has expired, and we have not been paid the fee, we may cancel for non-payment of protection by giving you 10 days written notice. During the first 30 days that the Agreement is in force, we may cancel for reasons other than non-payment of fees by giving you 10 days written notice, accompanied by the reason for cancellation. After the Agreement has been in effect for more than 30 days, we may only cancel for one of the following reasons: 1) Material misstatement; 2) Non-payment of fees; 3) Failure to comply with our requirements within 30 days of effective date of protection; 4) Substantial change in the risk originally accepted; 5) Cancellation is for all Protectees under such Agreement(s).

2) You Can Terminate: All protection will stop: 1) Upon the next payment due date after we receive a 10-day written notice that You wish to terminate the Agreement. If joint protection plan, the notice must be signed by both individuals. If not, protection will continue for the other Protectee at the adjusted single protection plan rate; 2) If we receive such notice during the grace period, protection



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shall stop at the end of the grace period. 3) If the fee is not paid, you will be liable for all pro rata protection. This will include the period the protection continued in force after the date of the protection upon which default occurred.

XVII. REFUND OF FEES:

In the event of termination, any unearned fees will be refunded pro-rata.

XVIII. MATERIAL MISSTATEMENT OF TERMS: If We were given the wrong amount of bill(s) or amount of protection, We have the right to amend or endorse the Protected protection to provide the correct term or amount of protection. When such amendment results in a difference in fees, an equitable adjustment of fees will be made.

XIX. MISREPRESENTATION AND FRAUD:

We will not grant any utility protection if you have intentionally concealed or misrepresented any material fact or circumstance relating to this protection...

XX. MAXIMUM PROTECTION: We agree to protect You under this Agreement in an amount not to exceed the total amount of your utility bill(s) or the length of period in accordance to the Protection Plan of Your choice that was offered by Sterling Utilities Plus, Inc.

XXI. CHANGES:

The Agreement cannot be changed in any way except by a written agreement signed by an Officer of the Company.

THERE WILL BE NO CHANGES IN COST WITHOUT NOTICE TO YOU:

We cannot change the cost of this protection unless we change it for all of the customers in your state. We promise to give a 30-day written notice of any intent to change cost.

XXII. ENTIRE CONTRACT: The Terms of Service Agreement Terms and Conditions, together with Your application for protection, and Protection Plan Fee Schedule, will constitute the entire contract for protection.

XXIII. CONFORMITY WITH STATE STATUES:

Any part of this Agreement which conflicts with the laws of the state in which it is delivered is changed to conform to such law.

For inquiries regarding your protection or any other assistance needed pertaining to your Agreement call 877-588-6111



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Utilities Death and Disability Protection

In consideration of the fees paid for this protection selected from the Protection Plan Fee Schedule, we agree to protect as follows:

I. DEFINITIONS:

"We", "Our" or "Us" means Sterling Utilities Plus, Inc., a Texas Corporation

"You" and "Your" means the Primary Protectee and the Co-Protectee, if applicable.

"Agreement" means the Terms of Service Agreement that contains the Sterling Utilities Plus, Inc. Protect Plan terms and conditions thereof.

"Protection" means the plan that is in place to ensure payment of Your utility bill(s) in the event of unemployment, disability, maternity leave, or death as specified in the terms of Your Agreement.

"Active Protection" means there has been an incident, i.e., unemployment, disability, maternity leave, or death and Protection payments are being made directly to the Primary or Co-Protectee as specified in the terms of Your Agreement.

"Primary Protectee" means the primary person, age 18 or older, that is protected, may be in single or joint protection" plan

"Co-Protectee" means the spouse or "significant other" of the Primary Protectee, age 18 or older that resides in the same residence. Applicable in joint protection plans only.

"Single Protection" means there is only one individual, Primary Protectee, age 18 or older protected under the plan

"Joint Protection" means there are two (2) individuals protected under the plan, Primary Protectee and Co-Protectee, both are 18 years of age or older and both reside in the same residence.

"Beneficiary" means the person designated to receive payments on Primary or Co-Protectee's behalf in the event of death. If there is a joint Protection Plan and the death of one (1) Protectee, the other will automatically be deemed the beneficiary as it is stipulated that both Protectees reside in the same residence. In the event of both Primary and Co-Protectee's deaths occurring at the same, still only one death protection is paid (one residence). The Primary Protectee will be considered to have died first and benefits will be paid to the Beneficiary designated by him/her at time of application.

"Vendor" means to whom the utility bill(s) is owed.

"Effective Date" means the date the Agreement is put in force.



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"In Force" means the Agreement is in effect; fees are paid and all conditions are met.

"Pre-existing" means any condition, issue or circumstance existing prior to enrolling with Sterling Utilities Protection Plan.

"Waiting Period" means thirty (30) days prior to being eligible to file for protection.

"Grace Period" means the ten (10) day period allowed after the monthly due date to make fees good for the month to avoid lapse in protection.

"Open balance" means account is current and monthly fees are being paid.

This Agreement is a month-to-month agreement. You therefore acknowledge that this is a month-to-month agreement and that you have had the opportunity to read the terms and conditions set forth herein.

II. WHEN PROTECTION BEGINS:

Protection begins when your account has had an open balance for at least 30 days and will continue, subject to other provisions in this Agreement, as long as your account has an open balance and fees are paid. No fees will be charged when your account does not have an open balance. Fee charged will automatically resume when your account has another open balance, subject to the termination provisions in this Agreement.

III. ELIGIBILITY FOR DISABILITY PROTECTION (CRITERIA):

Subject to our right to require evidence of individual protection and/or gainful employment, all persons are eligible if they:

1. Are gainfully employed for at least 30 hours a week on the effective date, self-employed or an independent contractors; and
2. Must be 18 years of age or older; and
3. Must qualify as "Disability" as outlined in Section III, "Involuntary Unemployment Plan"; and???
4. Must agree to pay the fees by the due date to maintain an open balance; and
5. Must agree to accept the responsibility of paying your utility bill(s) to the Vendor(s) when payments are made directly to You by Sterling Utilities Plus, Inc.

IV. PROTECTED PAYEE:

When appropriate, Protection payments will be made on the Primary or Co-Protectee's behalf to the Beneficiary designated at the time of application.



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V. FEE CHARGES/PAYMENT ARRANGEMENTS:

The fee charged for your protection is based on the protection plan(s) of your choice that is offered by Sterling Utilities Plus, Inc. Sterling Utilities Plus, Inc. only accepts auto-draft payments, via bank draft or credit card.

VI. FREE LOOK/RIGHT OF RESCISSION:

You have the right to examine your Agreement for 10 days. If you are not satisfied, you may rescind it by giving us written notice within 15 days from the effective date of the Agreement. Once we receive your notice of cancellation, any fees We have received will be refunded to You and the protection will be deemed void from the beginning.

VII. PROTECTION PAYMENT - DISABILITY PLAN (Physical Disability, Maternity Leave, Death):

We will grant protection if you file written proof that you have become physically disabled and you are eligible for protection. You must have been in the Protection plan for a minimum of 30 days prior to the disability; and must have been gainfully employed 30 or more hours per week, self-employed, or an independent contractor at the time you became disabled. Sterling Utilities Plus, Inc. does not cover any pre-existing disabilities including but not limited to, pre-existing issues, conditions or circumstances, pre-existing pregnancies, etc. Disability must not qualify as an exclusionary disability (Section III). You must be disabled for more than 30 continuous days to qualify for Protection. However, payment will be calculated from the first day of disability. You must notify Sterling Utilities Plus, Inc. of your condition within 10 days of occurrence. You must submit the Protection Payment form and necessary proof of disability to Us. We will verify all documents and facts to ensure the filing for protection is valid. Once the file is validated, Protection will be granted for your disability based on the protection plan(s) that you selected. To continue your protection, your monthly fee(s) must be paid on or before the due date while disabled. The Maximum protection will be based upon the Protection Plan(s) you selected at sign up. This validation process must be completed monthly for the duration of the disability, subject to the terms of the Protection Plan maximum period.

VIII. MATERNITY LEAVE PROTECTION:

A. AMOUNT OF PROTECTION:

In the event of pregnancy while under a Protection Plan offered by Sterling Utilities Plus, Inc. We will pay the utility bill(s) that are protected per Your plan, subject to the Maximum Amount of Protection stated in the schedule, excluding unearned protection fees.

B. WHAT WE PAY:

1) Single Protection Plan – In the event of pregnancy while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time you became pregnant for the specified time of Your maternity leave from work. We must receive proof of pregnancy. Payments will be made directly to You, subject to Maximum Protection of Your Protection



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Plan(s).

2) Joint Protection Plan – In the event of pregnancy of the Primary or Co-Protectee while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time Primary or Co-Protectee became pregnant for the specified time of your maternity leave from work. We must receive proof of pregnancy. Payments will be made directly to You or Co-Protectee, subject to Maximum Protection of Your Protection Plan(s).

C. WHO WE PAY:

Payments will be made directly to either Protectee if a joint plan subject to Maximum Benefits of Your Protection Plan.

Payments are paid directly to you, the Primary or Co-Protectee as applicable. Once payment is remitted to You, it is Your responsibility to pay Your utility bill(s).

IX. DEATH PROTECTION:

A. AMOUNT OF PROTECTION:

In the event of death while under a Protection Plan offered by Sterling Utilities Plus, Inc. We will pay the utility bill(s) that are protected per Your plan, subject to the Maximum Amount of Protection stated in the schedule, excluding unearned protection fees.

B. WHAT WE PAY:

1) Single Protection Plan – In the event of Your death while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time of Your death after We receive proof of death. Payments will be made directly to the Beneficiary You designated at time of application, subject to the Maximum Benefits of Your Protection Plan(s).

2) Joint Protection Plan – In the event of the death of Primary or Co-Protectee while under a Protection Plan offered by Sterling Utilities Plus, Inc., We will pay the amount of protection in force at the time of death after We receive proof of death to the surviving Protectee. If both Protectees die at the same time, the Primary Protectee will be deemed to die first and the Co-Protectee second. Since the Agreement stipulates that the Co-Protectee must be a resident of the same address, only one death benefit will be paid under this Agreement (one residence). In this instance, the payments will be made directly to the Beneficiary designated at the time of application by the Primary Protectee, subject to the Maximum Benefits of Your Protection Plan(s).

C. WHO WE PAY:

Payments will be made directly to You if a single protection plan, subject to the Maximum Protection of Your Protection Plan.



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Payments will be made directly to either Protectee if a joint protection plan, or to the Beneficiary You designated at time of application, subject to Maximum Protection of Your Protection Plan.

Payments are paid directly to you, the Primary or Co-Protectee as applicable. Once payment is remitted to You, it is Your responsibility to pay Your utility bill(s).

X. DISABILITY EXCLUSIONS (WILL NOT BE HONORED):

We will not pay for protection for disability which is caused by:

1. Pre-existing pregnancy; or
2. Intentionally self-inflicted injury; or
3. Elective abortion; or
4. Any pre-existing medical condition, issue or circumstance for which you received medical diagnosis or treatment within six (6) months prior to enrolling with the Sterling Utilities Plus, Inc. Protection Plan.
5. If you commit suicide, while sane or insane. If a joint protection plan is in effect and either Protectee commits suicide, the protection will continue on the surviving Protectee at the adjusted single protection fee until notified in writing otherwise; or if a single protection plan was in effect, all protection ceases immediately with no outstanding debts owed under the Sterling Utilities Protection Plan.

XI. WHAT WE DO NOT PAY - GENERAL PROVISIONS:

General Provisions relate to all types of Disability Protection, including Maternity Leave and Death

The protection payments will not include:

- A) Any past due amounts; or
- B) Any late charges

XII. HOW TO FILE FOR ACTIVE PROTECTION:

Please be sure to include a certified copy of the death certificate with the request.

A. Disability Protection:

1) Notice of protection: You must submit written notification to Us about your protection need within 10 days after the beginning of your disability. We will provide you with the protection forms that must be completed. *Our form(s) are also available on our website at www.sterlingutilitiesplus.com.*



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2) Proof of Loss: Written proof of loss must be furnished to us within 10 days after the end of each monthly period of disability for which You are requesting protection. It must show the cause of disability and sufficiently describe the nature and extent of the disability. It must be signed by a licensed physician. Depending on the nature of the disability, failure to provide proof of loss within such time will not negate nor reduce the protection if it was not reasonably possible to give proof within that time and proof is given as soon as reasonably possible. Unless you have been legally incapable of filing proof of loss, we will not accept the filing if it was filed more than 10 days late.

3) Continuing disability: You must show that you are under the care and attendance of a legally qualified physician, or a doctor of osteopathy, who is not you. You must give us monthly written proof of continuing disability.

Disability Protection: Mail all filings for protection in writing to:
Sterling Utilities Plus, Inc.
P.O. Box 300652
Houston, Texas 77231-0652
ATTN: Protection Verification Department

B. Maternity Leave Protection:

1) Notice of protection: You must submit written notification to Us about your pregnancy within the first tri-semester. We will provide you with the protection forms that must be completed. *Our form(s) are also available on our website at www.sterlingutilitiesplus.com.*

2) Proof of Maternity Leave: Written proof of pregnancy must be furnished to Us within 10 days after the end of each monthly period of maternity leave for which You file for protection. It must show the expected delivery date, expected dates of disability due to maternity leave. It must be signed by a licensed physician. Depending on the severity of the disability due to maternity leave, failure to provide proof of maternity leave within such time will not negate nor reduce the protection if it was not reasonably possible to give proof within that time and proof is given as soon as reasonably possible. Unless you have been legally incapable of filing the paperwork, We will not accept the filing if it was filed more than 10 days late.

3) Continuing disability: You must show that you are under the care and attendance of a legally qualified physician, or a doctor of obstetrician or gynecologist, who is not you. You must give us monthly written proof of continuing disability (maternity leave).

Maternity Leave Protection: Mail all filings for protection in writing to:
Sterling Utilities Plus, Inc.
11222 Richmond Ave., Suite #195
Houston, Texas 77082
ATTN: Protection Verification Department

C. Death Protection:

1) Notice of protection: We must receive written notification of death within **30** days of demise. We



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will provide you with the protection forms that must be completed. *Our form(s) are also available on our website at www.sterlingutilitiesplus.com.*

2) Proof of Death: It is the responsibility of either the Co-Protectee or designated Beneficiary to submit the necessary paperwork to file for protection. A certified copy of the death certificate is required with the Payment Form to request utilities protection due to death.

Death Protection: Mail all filings for protection in writing to:
Sterling Utilities Plus, Inc.
P.O. Box 300652
Houston, Texas 77231-0652
ATTN: Protection Verification Department

All filings for active protection will be subject to due diligence processing for verification. If filing is deemed to meet disability exclusion criteria (Section III), you will be notified in writing of such findings. We will also forward any supporting documentation available that was used in arriving at the decision to deny protection. If you have documentation that supports otherwise, you may appeal the decision by submitting all information to the same address above **ATTN: Appeals Department**.

XIII. ACTIVE DISABILITY PROTECTION WILL CEASE:

- 1) When You are no longer disabled; or
- 2) When We have met the maximum payment arrangement per the Maximum protection of Your Plan Agreement; or
- 3) When You discontinue payment of monthly fees; or
- 4) When You fail to provide Sterling Utilities Plus, Inc. the monthly documentation needed for validation to qualify for continued disability protection; or
- 5) When there are unsuccessful attempts by Sterling Utilities Plus, Inc. to validate continued disability through employer and/or attending physician of record; or
- 6) Whichever of the above listed comes first.

XIV. RE-ELIGIBILITY:

You are re-eligible for protection after you have again been gainfully employed on a full-time basis (30 or more hours per week) for a period of 8 consecutive weeks following completion of protection payments.

We will not deny any death protection or disability protection due to your subsequent unemployment or retirement during the term of the protection.

XV. AGREEMENT CANCELLATION:

PROTECTION FROM HOME TO THE BANK
By Sterling Utilities Plus, Inc. Bonded by Plate River Insurance Company



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This protection plan automatically terminates on the first of these events:

1. On the date your account terminates; or
2. On the billing date upon which you are two months delinquent in payment on your plan; or
3. Thirty (30) days after we have notified you that We are cancelling your Protection Plan(s); or
4. On the date the Agreement terminates; or
5. Death of the Protectee; or
6. Whichever of the above listed comes first.

This Protection Plan applies only when there is an open balance on your account. If you do not have an open balance, there is no Protection to be offered and therefore all Protection is ceased.

You can stop protection any time during the term of the protection plan. You must give 10-day notice to Us of the date the protection is to stop. Any unearned fees will be refunded pro-rata.

Termination of this Agreement shall not prejudice any protection existing on the date protection terminates. Upon discharge of the bill(s), the protection will be terminated. No refunds will be applicable in this case as protection would have been paid.

XVI. TERMINATION OF PROTECTION:

1) We Can Terminate: We reserve the right to cancel this Agreement, and all such protection will stop on the date the cancellation becomes effective. We will notify you in writing of our intent to cancel at least 10 days in advance. Where the Grace Period has expired, and we have not been paid the fee, we may cancel for non-payment of protection by giving you 10 days written notice. During the first 30 days that the Agreement is in force, we may cancel for reasons other than non-payment of fees by giving you 10 days written notice, accompanied by the reason for cancellation. After the Agreement has been in effect for more than 30 days, we may only cancel for one of the following reasons: 1) Material misstatement; 2) Non-payment of fees; 3) Failure to comply with our requirements within 30 days of effective date of protection; 4) Substantial change in the risk originally accepted; 5) Cancellation is for all Protectees under such Agreement(s).

2) You Can Terminate: All protection will stop: 1) Upon the next payment due date after we receive a 10-day written notice that You wish to terminate the Agreement. If joint protection plan, the notice must be signed by both individuals. If not, protection will continue for the other Protectee at the adjusted single protection plan rate; 2) If we receive such notice during the grace period, protection shall stop at the end of the grace period. 3) If the fee is not paid, you will be liable for all pro rata protection. This will include the period the protection continued in force after the date of the protection upon which default occurred.

XVII. REFUND OF FEES:



Sterling Utilities Plus, Inc.

"We Pay Your Bills When You Can't!"

In the event of termination, any unearned fees will be refunded pro-rata.

XVIII. MATERIAL MISSTATEMENT OF TERMS: If We were given the wrong amount of bill(s) or amount of protection, We have the right to amend or endorse the Protected protection to provide the correct term or amount of protection. When such amendment results in a difference in fees, an equitable adjustment of fees will be made.

XIX. MISREPRESENTATION AND FRAUD:

We will not grant any utility protection if you have intentionally concealed or misrepresented any material fact or circumstance relating to this protection..

XX. MAXIMUM PROTECTION: We agree to protect You under this Agreement in an amount not to exceed the total amount of your utility bill(s) or the length of period in accordance to the Protection Plan of Your choice that was offered by Sterling Utilities Plus, Inc.

XXI. CHANGES:

The Agreement cannot be changed in any way except by a written agreement signed by an Officer of the Company.

THERE WILL BE NO CHANGES IN COST WITHOUT NOTICE TO YOU:

We cannot change the cost of this protection unless we change it for all of the customers in your state. We promise to give a 30-day written notice of any intent to change cost.

XXII. ENTIRE CONTRACT: The Terms of Service Agreement Terms and Conditions, together with Your application for protection, and Protection Plan Fee Schedule, will constitute the entire contract for protection.

XXIII. CONFORMITY WITH STATE STATUES:

Any part of this Agreement which conflicts with the laws of the state in which it is delivered is changed to conform to such law.