

WELCOME TO INTEGRITY HOME WARRANTY



Dear,

Welcome to **Integrity** Home Warranty! **You** made a wise decision when you chose to protect your home with an Integrity Admin Group Warranty. **We** appreciate your business and look forward to providing you with quality service for all your home protection needs.

Please take a moment to read through this booklet. Inside you will find your **Coverage Plan**, selected coverage, and a variety of information that will help you get the most out of your new home warranty. **Your** coverage is dependent on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us **toll-free at (888)-266-6160** from 8AM EST to 9pm EST . **We** are available 24 hours a day, 7 days a week, 365 days a year, simply log on to our website located at **www.integrity.house** and file your claim online.

Thank you,

The Team @ **Integrity**

(888) 266-6160

Pg. 1





Registration Page

PLEASE VERIFY THAT YOUR INFORMATION BELOW IS CORRECT

Contract Holder:

Contract Number:

Contract Term:

Covered Property:

Property Type:

- Single-Family home less than 5,000 sq. ft
- Condo less than 5,000 sq. ft
- Townhome less than 5,000 sq. ft
- Single-Family home between 5,000 and 8,000 sq. ft
- Single-Family home between 8,000 and 12,000 sq. ft

Rate:

Service Call Fee: \$75.00

Coverage Plan:

Includes:

[Coverages to be listed]

Optional Coverage(s)*:

[Coverages to be listed]

*Surcharge must be selected at time of purchase for coverage.

REQUEST SERVICE
 7 AM - 4 PM PST M-F
 888-266-6160
www.integrity.house

NOTICE (Texas residents only): THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT, UNDER TEXAS OCCUPATIONS CODE §1303.304. THIS AGREEMENT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049. THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT OR HOME WARRANTY CONTRACT IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED FROM OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO CONDUCT BUSINESS IN TEXAS. YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

CUSTOMER'S SIGNATURE

DATE



Contract Information

This **Residential Service Contract** is not valid unless a completed customer **Registration Page** is attached.

Residential Service Contract

This **Residential Service Contract** is between Integrity Admin Group, Inc (hereinafter referred to as “**Integrity.**” “**We**”, “**Us**”, “**Our**”) and the **Service Contract Holder** shown on the **Registration Page** (hereinafter referred to as “**Contract Holder**”, “**You**”, “**Your**”).

Your benefits and **Our** obligation to perform under this **Service Contract** are insured by an insurance policy with Fortegra. If the benefits as described are not provided within sixty (60) days after **You** provide proof of loss covered by this **Residential Service Contract**, then **You** may make a direct claim against Fortegra.

This is a **Residential Service Contract**, not an insurance policy.

Our Obligations

This **Residential Service Contract** is intended to provide protection against the cost of repairing **Mechanical Breakdowns** and malfunctions in **Your** home based on specific items listed in the **Coverage** section of this contract. **Your** plan is indicated on the **Registration Page** that is attached to this **Service Contract**. Certain provisions in this **Service Contract** may limit coverage. Please read the entire **Service Contract** to determine rights, duties, and what is and is not covered.

This **Service Contract** is available to existing homeowners if **You** have owned **Your** home more than ten (10) days. If **Your** home is currently listed for sale or if **You** have listed for sale within the last thirty (30) days, **You** are not eligible for this **Service Contract**.

Your Service Contract effective date, plan, and **Contract** term are shown on **Your Residential Service Contract Registration Page**.

MECHANICAL FAILURES COVERED UNDER THE TERMS AND CONDITIONS OF THIS **RESIDENTIAL SERVICE CONTRACT** MUST HAVE PRIOR APPROVAL BY THE ADMINISTRATOR BY PHONE 888-266-6160.

Definitions

Contract, Service Contract, Agreement or **Residential Service Contract** means this **Service Contract** form.

Customer, You, Yourself and **Your (Contract Holder)** means the person who is listed on the **Registration Page** listed under Contract Holder information.

Domestic Grade means items that were manufactured solely for installation and use in a residential property.

Mechanical Failure, Mechanical Breakdown, or Breakdown means a covered item becomes inoperable and unable to perform its designed function.

Seller means the entity where **You** purchased **Your Contract**.

Service Call Fee means the fee that is due by **You** for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this **Residential Service Contract**. **Your Service Fee** is listed on the **Registration Page**.

Wait Period means thirty (30) days from the **Service Contract** purchase date. Thirty (30) days will be added to the end of **Your** initial term.

Coverage Period

Your initial payment includes a thirty (30) day wait period before **You** are eligible for coverage under this agreement. Coverage begins on the **Agreement** Effective Date as indicated on the **Registration Page** which is thirty (30) days after the **Agreement** Purchase Date and continues for the policy term indicated on the **Registration Page**. All monthly terms will begin on the **Agreement** Effective Date. After the **Agreement** Effective Date, coverage will continue as long as all payments are made as scheduled.

Coverage may be selected for monthly or annual terms and paid for accordingly. All monthly **Agreements** automatically renew unless cancelled by **You** or **Us** or non-renewed by **Us**.

WHEN YOUR PLAN BEGINS AND ENDS

(1) One-Time Pay Plans: If **You** paid for **Your Agreement** in one payment, coverage under **Your Agreement** will end as indicated under **Contract Term** on the **Registration Page**, unless it is renewed or cancelled or **Our** obligations under the **Agreement** become fulfilled in their entirety, in accordance with the Limits of Liability. (2) Continuous Monthly Plans: If **You** select a plan that automatically renews on a month-to-month basis, coverage under **Your Agreement** will continue and **You** authorize Administrator/Seller to charge **Your** credit card for the amount specified on **Your** payment receipt each month until **Your Agreement** is cancelled, **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limits of Liability, or **We** discontinue the monthly renewals. **Your** account must be current to receive service.

During the coverage period, we will arrange for an authorized **Service Provider** to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for those items specifically listed as being covered on the **Registration Page** and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**.

WHAT YOUR AGREEMENT COVERS

The provisions of this **Agreement** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown**.

The appliance(s), system(s) or product(s) must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool/spa equipment).
- 2) In good working order at time of enrollment.
- 3) Properly maintained. Verifiable maintenance receipts may be required when a claim is filed.
- 4) Replacement of covered parts will only be provided if the covered part was installed during the **Contract Term**.
- 5) **Domestic Grade** (meaning those items manufactured and marketed solely for use in a residential properties). This **Agreement** does not cover costs for maintenance.

This **Agreement** only covers residential properties including single family homes, townhomes, condominiums, multi - family properties (duplex, triplex, etc.), or mobile homes attached to a permanent foundation. Properties must be less than 5,000 square feet unless the mandatory surcharge is applied at time of purchase. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, online or other vacation rentals, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this **Agreement** will not be covered. Coverage is for occupied residences only.

TO OBTAIN SERVICE:

1. **You** are required to receive prior approval from **Us** before service work can be performed under this **Agreement**. **You** should notify **Us** as soon as the problem is discovered. We will accept service calls from 8:30 AM to 9:00 PM EST Monday through Friday at 888-266-6160 or **You** may file **Your** claim online 24 hrs. a day/7 day a week at www.integrity.house. If there is an after-hours emergency as defined in Section 2 below, **You** must send an email to Integrity outlining the details of the issue. Notice of any malfunction must be given to **Us** prior to expiration of this **Agreement**.
2. Upon request for service, **We** will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact **You** to schedule a mutually convenient appointment during normal business hours. **Emergency Service** – **We** will consider a request for service to be an emergency only if, in **Our** opinion, the Mechanical or Electrical Breakdown renders **Your** home uninhabitable such as a failure of air conditioning in extreme heat or failure of heating system in periods of extreme cold or electrical arcing or running water that cannot be shut off. Appliance failure is not considered an emergency. In the event of an Emergency outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify **Us** of such fact through the use of the toll-free number provided to **You** in this Agreement or email Administrator with contact and Agreement information. If **You** believe that **Your** circumstances require service sooner than the days mentioned above, **You** must make the request for

emergency repairs and provide an explanation for emergency repairs. **We** will determine what repairs constitute an emergency, based on your explanation to **Us**, and will make reasonable efforts to expedite emergency service. If **You** should request **Us** to perform non-emergency service outside of normal business hours, **You** will be responsible for payment of additional fees and/or overtime charges.

3. **We** have the sole and absolute right to select the **Service Provider** to perform the service; and **We** will not reimburse for services performed without prior approval. In the event a service provider is not available in **Your** area, **You** may select one yourself provided they are properly licensed and insured by state and local agencies.

4. **You** will pay up to the amount shown on the **Registration Page** for the **Service Fee** per claim or the actual repair cost, whichever is less. The **Service Fee** is for each visit or service provided by **Our** approved Service Provider and is payable to **Our** approved Service Provider at the time of each visit. The **Service Fee** applies to each call dispatched and scheduled or services provided, including but not limited to those calls wherein coverage is included, excluded, or denied as applicable. The **Service Fee** also applies in the event **You** fail to be present at a scheduled time, or in the event **You** cancel a service call at the time a Service Provider is in route to **Your** home or at **Your** home. Failure to pay the **Service Fee** will result in suspension or cancellation of this **Agreement** until such time as the proper **Service Fee** is paid. At that time, coverage may be reinstated; however, the **Agreement** term will not be extended.

5. If service work performed under this **Agreement** should fail, then **We** will make the necessary repairs without an additional **Service Fee** for a period of ninety (90) days.

APPLIANCE AND SYSTEM COMPONENTS:

Major brands of equipment will be covered under this **Agreement** subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. For specific limits of liability, please refer to the Limits of Liability section. Coverage will only apply if the corresponding plan is selected at the time of purchase.

SILVER PLAN COVERAGE:

APPLIANCES AND OTHER SYSTEMS:

- A. **Water Heater:** (Gas or Electric) **We** will cover gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. **NOT COVERED: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.**

- B. **Range/Oven/Cooktop:** We will cover surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. **NOT COVERED: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.**
- C. **Built-In Microwave:** We will cover door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. **NOT COVERED: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping.**
- D. **Refrigerator:** We will cover condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food spoilage, media centers, rack; shelves; drawers, beverage/ water dispenser, and their respective equipment and water lines, interior thermal shells, door hinges, lights (including LED), free standing freezer, freezers which are not an integral part of the refrigerator, removable accessories, wine cooler/ chillers, multi- media center, non-functioning parts, latch assemblies or cosmetic issues such as scratches, dents or chipping.**
- E. **Dishwasher:** We will cover heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. **NOT COVERED: Baskets, filter, Breakdowns caused by hard water and iron deposits, rollers, racks, gaskets, seals, or cosmetic issues such as scratches, dents or chipping.**
- F. **Clothes Washer:** We will cover water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts. **NOT COVERED: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**
- G. **Clothes Dryer:** We will cover gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, lights (including LED), surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. **NOT COVERED: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
- H. **Built-in Instant Hot/ Cold Water Dispenser:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear. **NOT COVERED: Cosmetic or physical damage; removable accessories or free-standing units.**

GOLD PLAN COVERAGE

ALL COVERAGES LISTED IN SILVER COVERAGE AND:

- A. **Garbage Disposal:** We will cover all mechanical and electrical components and parts. **NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food.**
- B. **Ice Maker (In Refrigerator or Stand Alone):** We will cover mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. **NOT COVERED: Springs, hinges, liners, baskets, racks, rollers, handles, failure due to mineral buildup, or shelves.**
- C. **Stand-Alone Wine Cooler:** We will cover condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. **NOT COVERED: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents or chipping.**
- D. **Trash Compactor:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear. **NOT COVERED: Lock and key assemblies or removable buckets.**

COOLING/HEATING SYSTEMS:

- E. **Central Air Conditioning (includes Heat Pumps):** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. We will cover condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. **NOT COVERED: Gas air conditioning systems, programmable/Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.**
- F. **Central Home Heating:** (Gas or Electric) We will cover gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, heater coil, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT**

COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, smart/programmable thermostat, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$1,500 or parts are not available to repair the equipment, a \$1,500 replacement allowance will be paid to **You**. Proof of purchase of a new heating or cooling system is required to be provided to the **Administrator** in the form of a purchase receipt within sixty (60) days.

PLATINUM PLAN COVERAGE

ALL COVERAGES LISTED IN GOLD AND SILVER COVERAGE AND:

- A. **Garage Door Opener:** We will cover all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. **NOT COVERED:** cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.
- B. **Ceiling Fans:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear (Replaced with builder's standard. **NOT COVERED:** Light kits and remote transmitters, attic; bathroom and/or whole house exhaust fans, light bulbs, noise, remote controls, out of balance/damaged fan blades, wall fans and removable accessories.
- C. **Doorbell System:** We will cover all components and parts, except as noted as Not Covered. **NOT COVERED:** Any audio/video surveillance systems, intercom systems, batteries, smart doorbell, or computer/monitors working in conjunction with the doorbell system.
- D. **Kitchen Exhaust Fan:** We will cover all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. **NOT COVERED:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.
- E. **Interior Electrical System:** We will cover all interior AC wiring including receptacles, switches, fuses, and circuit breakers. **NOT COVERED:** Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.
- F. **Interior Plumbing System:** We will cover all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. **NOT COVERED:** Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems,

pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator. We are not responsible for any repair work which must be executed to access interior lines or pipes.

G. **Whole House, Exhaust & Attic Fans (Built-In):** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear (replaced with builder's standard). **NOT COVERED: Exhaust fans used for radon, heating or lighting components.**

NOTE: We will pay up to \$500 per **Contract** term for access, diagnosis, repair or replacement of a covered whole house, exhaust & attic fans, including returning access openings to a rough finish.

H. **Programmable Thermostat:** We will cover electronic, smart, or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. **NOT COVERED: All other.**

OPTIONAL COVERAGE*

*Optional coverage will only apply if it is selected at the time of purchase.

A. **Central Vacuum System:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear of a single primary unit as follows: motor and drive train. **NOT COVERED: Accessories or hoses, removable attachments, clogged pipes and maintenance related breakdowns.**

NOTE: We are not responsible for the cost of gaining access to or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

B. **Septic System:** We will cover sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. **NOT COVERED: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping.**

C. **Water Leaks:** We will cover repair of leaks and breaks in water lines, toilet flanges, waste lines, drain lines, or vent lines within the perimeter of the main foundation of the home. **NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the lowest floor of the home (under the foundation or in a crawl space), water supply lines to the refrigerator, sprinkler system, any damage caused by freezing; roots or a foreign object, collapse of water, waste, drain or vent lines, polybutylene plumbing, improper installation or repair or unworkmanlike plumbing, repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs or diagnosis.**

Note: We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like or any subsequent damage caused by a water leak.

D. **Free Standing Freezer:** We will cover mechanical parts and components affecting the proper operation of one freestanding freezer, covered mechanical parts and components include only the following: belts, compressor, condensers, control timers, defrost heaters, electronic components, evaporators, fan motors, hoses, internal wiring, motors, power

cords, pumps, pulleys, ram assembly, switches and relays, solid state control boards and thermostats. **NOT COVERED: Ice and beverage dispensers, buckets, commercial units, draws, door seals, drip pans, filters and screens, food spoilage, ice maker, interior lining, internal shelves, doors, knobs and handles.**

- E. **Free Standing Additional Refrigerator:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear, for one freestanding additional refrigerator. **NOT COVERED: Racks, shelves, drawers, ice makers, ice crushers, beverage/water dispensers and their respective equipment and water lines, interior thermal shells, door hinges, springs, gaskets, seals, food spoilage or spillage, light bulbs (including LED), free standing freezer, freezers which are not an integral part of the refrigerator, removable accessories, wine coolers/chillers, noise, multi-media center, non-functioning parts, latch assemblies and cosmetic damages.**
- F. **Swimming Pool/Spa:** We will cover above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, multi-port control valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring. **NOT COVERED: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.**
- G. **Well Pump:** We will cover all components and parts of well pump utilized for main dwelling only. **NOT COVERED: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.**
- H. **Additional Air Conditioning Unit (includes Heat Pumps):** Coverage provided by these options is in addition to the primary air conditioning unit coverage offered under this Agreement. The underlining coverage for a primary air conditioning unit must also be purchased to receive coverage.
- COVERED:** Refrigerant and coils. If the Central Air Conditioning unit must be replaced the additional option limit only covers the coil and not any other components. **NOT COVERED: All other components of the Central Air Conditioning (including Heat Pumps).**

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$1,500 or parts are not available to repair the equipment, a \$1,500 replacement allowance will be paid to **You**. Proof of purchase of a new heating or cooling system is required to be provided to the **Administrator** in the form of a purchase receipt within sixty (60) days.

Additional Benefit:

Hotel Reimbursement:

Hotel reimbursement is available for failures relevant to covered repairs for **Your** Cooling System, Heating System, Electrical System or Plumbing repairs that leave **Your** dwelling uninhabitable as determined by Integrity and as described under “To Obtain Service”, “#2”, “Emergency Service”.

If Integrity cannot complete authorized required repairs within (24) hours of dispatching a service professional relevant to the dwelling of record **We** will reimburse You up to **\$100** per night or actual cost of a hotel room, if less, for up to a maximum of three (3) nights on a qualified hotel stay per authorized occurrence. The following stipulations apply.

- a) **You** must obtain authorization by calling the toll-free number provided in this **Service Contract**.
- b) To obtain reimbursement for authorized hotel stays **You** must mail to the address listed on the **Service Contract Registration Page** the original hotel receipt with dates corresponding to a covered failure previously authorized by Integrity. Retain a copy of the receipt for Your records.
- c) Integrity will mail a reimbursement check no later than forty-five (45) days after the receipt for a qualifying stay has been received in Our office for processing.
- d) The maximum liability for hotel reimbursements is **\$900** in aggregate for a three (3) year term of coverage.

LIMITS OF LIABILITY AND CONDITIONS:

1. The total for all covered appliances, systems or items will not exceed \$15,000.00 per **Contract** term. **We** will not pay more than the current market value for any appliance, system, or item. In addition, **Our** obligation to pay for the repair or replacement of any covered appliance, system or item will not exceed the amount indicated for each over the term of the **Contract**.
2. The limit of liability for each covered component is as follows: Water Heater (\$1,000); Range/Oven/Cooktop (\$1,000); Built-in Microwave (\$500); Refrigerator (\$1,000); Dishwasher (\$500); Clothes Washer (\$500); Clothes Dryer (\$500); Built-in Instant Hot/ Cold Water Dispenser (\$500); Garbage Disposal (\$250); Ice Maker (In Refrigerator or Stand Alone) (\$500); Stand-Alone Wine Cooler (\$500); Trash Compactor (\$250); Central Air Conditioning (includes Heat Pumps) (\$3,000); Central Home Heating (\$3,000); Garage Door Opener (\$250); Ceiling Fans (\$300); Doorbell System (\$300); Kitchen Exhaust Fan (\$500); Interior Electrical System (\$1,000); Interior Plumbing System (\$1,000); Whole House, Exhaust & Attic Fans (Built-In) (\$500); Programmable Thermostat (\$300); Central Vacuum System (\$500); Septic System (\$500); Water Leaks (\$500); Free Standing Freezer (\$500); Free Standing Additional Refrigerator (\$500); Swimming Pool/Spa (\$1,000); Well Pump (\$500); Additional Air Conditioning Unit (includes Heat Pumps) (\$3,000).

3. **We** have the sole right to determine whether a covered item needs to be repaired or replaced. If **We** decide to replace the covered appliance, item, system or electronic equipment, **We** are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. Electronics can be new or refurbished. **We** are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
4. **We** reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what **We** would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
5. All equipment covered by this **Agreement** must be in good working condition as of the **Agreement** Effective Date and be reasonably clean and accessible at the time of service. This **Agreement** does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection.
6. **We** reserve the right to obtain a second opinion at **Our** expense.
7. **We** reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Agreement**.
8. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this **Agreement**.
9. **We** are not a Service Provider and are not **Ourselves** undertaking to repair or replace any such systems or components.
10. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **You** covering a loss also covered by this Agreement, this **Agreement** will pay in excess of and not contribute with other insurance, warranty or guaranty. **We** will not pay for parts covered under a manufacturer's warranty.
11. This **Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This **Agreement** does not cover the cost of opening or closing walls, floors, or ceilings. All covered products must be accessible to service technicians.

EXCLUSIONS: We are NOT responsible for:

- A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.

- B. **Breakdowns**, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
- C. Missing parts or structural changes.
- D. Any appliance, system or electronic device deemed or classified by the manufacturer as commercial.
- E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
- G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond **Our** control.
- H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
- I. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
- J. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement; This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
- K. Failures due to rust or corrosion within the first sixty (60) days from the date of initial **Agreement Purchase Date**.
- L. Any service or repair associated with hazardous material treatment, removal, or disposal.
- M. The diagnosis, repair, removal or remediation of mold, mildew, bio -organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
- N. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- O. Damages due to rodents/animals/insects, failure(s) due to an inherent design flaw from the manufacturer, cosmetic/physical damage, failure(s) due to a prior repair not consistent with the manufacturer-recommended repair guidelines.

FEES and CHARGES:

- A. If the **Agreement** Purchase Price is not collected (i) on the scheduled date (for monthly terms) or (ii) within 10 days of the Expiration Date (for terms greater than monthly), then service under this **Agreement** may be denied until payment is received.
- B. Upon renewal, the **Agreement** Purchase Price and any included limits, fees or charges may be adjusted. Month to Month plans auto renew monthly. If your plan is renewed yearly and there is an increase in price, you will be notified at least 30 days prior to your renewal date.

SUBROGATION:

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION OF THE AGREEMENT:

1. You may cancel this **Agreement** at any time by contacting the Seller.
 - a) For monthly term **Agreements**, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
 - b) For annual term **Agreements**, a pro-rata refund will be issued for the unexpired term less any claims paid.
2. In addition, if cancellation is within the first year of being an active customer and if any service has been performed, you may be charged the lesser of a \$75 cancellation fee or the cost of the service provided. If cancellation is after the first year of being an active customer, regardless if any service has been performed, you may be charged a \$75 cancellation fee.
3. In the event of cancellation within the first thirty (30) days of the **Agreement** Purchase Date, you will be refunded the full **Agreement** Purchase Price, less any claims paid. No cancellation fee will apply.
4. **We** reserve the right to cancel this **Agreement** in the event of customer fraud, material misrepresentation, or failure to pay. Cancellation will be immediately effective. In the event of cancellation for customer fraud or material misrepresentation, we may demand immediate payment of the cost of all services provided to **You**, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
5. Once this **Agreement** is cancelled, **You** will be subject to a thirty (30) day waiting period if **You** wish to purchase another **Agreement**.

This Residential Service Contract is not a contract of insurance or a Warranty subject to the Federal Magnuson-Moss Act.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Residential Service Contract** that is separate and apart from the purchase price **You** paid for the covered item. Because of that separately stated consideration, **You** agree and acknowledge that this **Residential Service Contract** is not part of the basis of the bargain for **Your** purchase of the covered item. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Residential Service Contract**, are not the supplier of the covered item. Consequently, this **Residential Service Contract** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Residential Service Contract** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

LIMITATION OF LIABILITY: THIS RESIDENTIAL SERVICE CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS RESIDENTIAL SERVICE CONTRACT.

INSURANCE: OBLIGATIONS TO PERFORM UNDER THIS RESIDENTIAL SERVICE CONTRACT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, FLORIDA, GEORGIA, NEW YORK, VIRGINIA AND WISCONSIN.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS **RESIDENTIAL SERVICE CONTRACT**, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

STATE REQUIREMENTS AND DISCLOSURES

Alabama: CANCELLATION OF THE AGREEMENT section is amended as follows: If the **Agreement** is cancelled, the **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term,

less service and a \$25 administrative cost incurred by **Obligor**. If the **Agreement** is cancelled within thirty (30) days of the date the service **Agreement** was mailed or within ten (10) days of delivery if the **Agreement** is delivered at the time of sale and no claims have been made, the **Agreement Holder** is entitled a refund of 100% of the premium. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement** by administrator or obligor.

Arizona: CANCELLATION OF THE AGREEMENT section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee may not exceed ten percent (10%) of the gross amount paid by **You** for this **Agreement**. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). **Exclusions listed in the Agreement apply once the Covered Product is owned by You. Limit of Coverage Liability and Conditions, 5.,** is revised to include: This Agreement does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the Agreement on **Our** behalf.

Arkansas: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim **within** sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Colorado: Actions under this **Agreement** may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and **You** may have a right of civil action under those laws. **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. If the Covered Property is in Our custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed.

Georgia: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation will comply with O.C.G.A. 33-24-44 of the Georgia Code. All provisions of this section apply except, if **You** cancel this **Agreement**, **You** shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid

agreement fee; and if **We** cancel **Agreement**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation.

Hawaii: **CANCELLATION OF THE AGREEMENT** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

Idaho: **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Illinois: **CANCELLATION OF THE AGREEMENT** section is amended as follows: If **You** cancel within the first thirty (30) days of the **Agreement Effective Date**, and no service request has been made, **You** are entitled to a full refund of the cost of this **Agreement** less an **Administrator** fee of the lesser of \$50 or 10% of the **Agreement** fee. If **Obligor** cancels this **Agreement** or if **You** cancel this **Agreement** after the first thirty (30) days of the **Agreement Effective Date**, then **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term, less an **Administrator** fee of the lesser of \$50 or 10% of the **Agreement** fee, and any actual service costs incurred by **Obligor**.

Indiana: **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Iowa: The issuer of this **Agreement** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Tel: (515) 654-6600. **CANCELLATION OF THE AGREEMENT** section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by Us is not required if the reason for cancellation is nonpayment of the Agreement Purchase Price, a material misrepresentation by You to Us or **Administrator**, or a substantial breach of duties by **You** related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Agreement** is cancelled by **Us** for any reason other than nonpayment of the **Agreement Purchase Price**, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. **We** may charge a cancellation fee in an amount no greater than ten percent (10%) of the **Agreement Purchase Price**. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within thirty (30) days after the return of the **Agreement** to the provider. **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Transfer of the Agreement: This **Agreement** may be transferred by the **Agreement Holder** shown on the Registration Page upon the sale of the House to another private party. Only one transfer is permitted during the term of the **Agreement**. The **Agreement** transfer must be made at the time of the House transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50) or 10% of the original purchase price, which is lesser, must accompany the request to transfer, along with the following information:

1. Name of New Owner;
2. Address & Telephone Number;
3. Copy of certificate of property right showing the transfer.

This **Agreement** is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs unless the transferee provides proof of payment for this **Agreement**. The payment must be in addition to the payment for the purchase of the Property.

Address, Phone

Complaints which are not settled by the issuer may be sent to the Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

Kentucky: **You** are entitled to make a direct claim against the insurer if **We** fail to pay any covered claim within sixty (60) days after the claim has been filed. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256.

Louisiana: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least fifteen (15) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.

Maine: **CANCELLATION OF THE AGREEMENT** section is amended as follows: The provider of the **Agreement** shall mail a written notice to the **You** at the **Your** last known address contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to **You** one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by **You** may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

INSURANCE section of this **Agreement** is amended as follows: If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Maryland: **CANCELLATION OF THE AGREEMENT** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. **INSURANCE** section of this **Agreement** is amended as follows: In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the Insurance section of this **Agreement**.

Massachusetts: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Minnesota: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

Missouri: **CANCELLATION OF THE AGREEMENT** section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

INSURANCE section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Nevada: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the Coverage Period and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. Cancellation fee is not applicable. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. This **Agreement** shall be non-cancelable by **Obligor**, except for: Nonpayment of Agreement fees by **You**; or Fraud or material misrepresentation by **You**. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If **We** cancel this **Agreement**, no cancellation fee will

be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

Your initial payment includes a thirty (30) day wait period before You are eligible for coverage under this agreement. Coverage begins on the Agreement Effective Date as indicated on the Registration Page which is thirty (30) days after the Agreement Purchase Date and continues for the policy term indicated on the Registration Page. All monthly terms will begin on the Agreement Effective Date. After the Agreement Effective Date, coverage will continue as long as all payments are made as scheduled.

In emergency situations where defects immediately endanger the health and safety of **You**, and the **Administrator** determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **Administrator** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment by **You** to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. Refer to **Your** Schedule, sales receipt, or invoice for the purchase price of this **Agreement**.

This **Agreement** is non-transferable.

New Hampshire: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New Jersey: **CANCELLATION OF THE AGREEMENT** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

New Mexico: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

New York: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Agreement**. **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are

guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

North Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**. The purchase of this **Agreement** is not required either to purchase or to obtain financing for a home appliance.

Ohio: **INSURANCE** section of this **Agreement** is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

Oklahoma: This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This **Agreement** will not be honored by such manufacturer or wholesale company. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION OF THE AGREEMENT** section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf.

Oregon: Unless otherwise required by the laws of the state where the covered property is located, this **Agreement** shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. In Oregon all references to “**Provider**” shall be changed to “**Obligor**”. Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You**, the **Agreement Holder** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. This **Agreement** is non-transferrable.

South Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of a dispute with the provider of this **Agreement**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas: **Obligor** will provide **You** with written notification of any material changes to this **Agreement** forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to **You** when changes are favorable to **You** or when changes are mandated by a regulatory agency. After notice of a material change, **You** may terminate this **Agreement** by providing written notice within the forty-five (45) day period prior to the effective date of the change. If **You** do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by **You**. It is understood that **OBLIGOR WILL NOT BE THE SERVICE PROVIDER and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components.**

Utah: CANCELLATION OF THE AGREEMENT section is amended as follows: Section 4 is deleted and replaced with the following: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of **Agreement Purchase Price** by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of **Agreement Purchase Price** and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS. EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer-authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to **Administrator** for reimbursement. **Your** claim will be reviewed subject to **Administrator's** adjudication process. For claims service please call 800-301-1397.

This **Agreement** is non-transferrable.

Vermont: CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of receipt of this **Agreement** if **You** have not received any Service for a full refund of the amount paid by **You** under this **Agreement**.

Washington: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation may be made by **You** at any time. If cancelled within thirty (30) days of acceptance of **Obligor**, and no service request has been made, **You** are entitled to a full refund of the **Agreement** proceeds. A ten (10%) percent penalty per month will be added to a refund of the **Agreement Purchase Price** that is not paid or credited within thirty (30) days after return of the **Agreement** to **Us**. **You** are not required to wait sixty (60) days before filing a claim directly with **Us**. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall

include the effective date of cancellation and the reason for cancellation. All references to **Obligor** throughout this **Agreement** are replaced with **Service Provider**. **EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: CANCELLATION OF THE AGREEMENT section is amended as follows: This **Agreement** shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. The **Administrator** fee of the lesser of \$30 or 10% of the **Agreement** fee does not apply to Wisconsin residents. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Timeliness of notice: Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this **Agreement**, failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim unless **We** are prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming: CANCELLATION OF THE AGREEMENT section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least ten (10) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.