



# SMART HOME ELECTRONICS



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# **EXTENDED SERVICE AGREEMENT – SMART HOME PRODUCTS AND HOME ELECTRONICS .....**

**This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.**

PLEASE READ THIS AGREEMENT CAREFULLY, as it describes the protection You will receive in return for Your payment of the purchase price of this Agreement and it contains a Dispute Resolution/ Arbitration Agreement and Class Action Waiver. You must keep this Agreement, Your sales invoice and receipt from the Seller for the Agreement You purchased, as You may be required to produce them to obtain service and coverage under this Agreement. You must maintain Your Covered Product, according to recommendations or requirements, if any, of the manufacturer's warranty or the Seller. Refer to Your sales invoice or receipt to determine the term of this Agreement and if there is a deductible required to obtain service. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Agreement.

**NOTICES: THIS AGREEMENT DOES NOT REPLACE THE  
MANUFACTURER'S WARRANTY ON YOUR COVERED PRODUCT.**

**I. DEFINITIONS: .....**

- 1. "We", "Us" and "Our": The company or provider obligated under this Agreement, Integrity Admin Group, Inc., 2973 Harbor Blvd, Suite 240, Costa Mesa, CA 92626 (800-301-1397), in all states except in Florida where it is Lyndon Southern Insurance Company, [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738], Florida License No. 03698 and in California where it is 4warranty Corporation, [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216)];
- 2. "You" and "Your": The original purchaser of this Agreement;
- 3. "Administrator": Integrity Admin Group, Inc., 2973 Harbor Blvd, Suite 240, Costa Mesa, CA 92626 (800-301-1397);
- 4. "Seller": The entity selling this Agreement; and
- 5. "Covered Product": Qualifying products indicated in Section II (2) Eligible Products below, which are covered under this Agreement.

## II. TERMS & COVERAGE .....

- 1. **TERM:** Coverage is inclusive of the manufacturer's warranty. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.
  
- [Continuous Monthly Agreements: If You select an Agreement that automatically renews on a month-to-month basis, coverage under this Agreement will continue and You authorize the Administrator or Seller to charge You for the amount specified on Your sales receipt each month until Your Agreement is cancelled, We have fulfilled Our obligations under this Agreement in accordance with the Limit of Liability, or We discontinue the monthly renewals. Your account must be current to receive coverage under this Agreement.]
  
- 1. [One-Time Pay Agreements: If You paid for Your Agreement in one payment, coverage under Your Agreement begins on the Agreement Effective Date indicated on Your sales receipt and ends \_\_\_\_ months/years from the Agreement Effective Date, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limit of Liability.]
  
- 2. **ELIGIBILITY:** In order to be eligible for coverage, the following criteria must be met:
  - 1. The manufacturer's original or factoryrefurbished warranty must provide at least 90 days parts and labor coverage.
  - 2. You are required to register all eligible products by visiting [www.Integrity.house](http://www.Integrity.house) or by calling [888531 5403].
  - 3. Eligible products must have been purchased within the last 48 months.
  - 4. You must be able to provide a valid, readable sales receipt at time of claim for each registered product showing the product's original date of purchase and the individual sales price paid per product.

5. You have 30 days from Your Agreement Purchase Date to register preowned products. Newly purchased products must be registered within 30 days of the product's original date of purchase and are eligible for coverage on the 31st day following the product's registration process.
  6. All products must be consumer grade equipment, not designed to be used in a commercial setting.
3. **COVERAGE:** We will repair or replace the Covered Product(s), at Our discretion, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, or from ADH. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. Parts will be replaced with those of like kind or similar quality. We may use new or remanufactured parts. If the Covered Product(s) cannot be repaired, or if parts are no longer available or are discontinued by the manufacturer, the Covered Product(s) will be replaced as determined by Us with a product of similar quality and features. If You choose not to accept the replacement product that We offer You, then We will provide a payment to You in the form of a check based on the fair market value as determined by Us, based upon the age of the Covered Product. You are responsible to backup all computer software and data prior to commencement of repair. [Coverage under the Agreement will commence thirty-one (31) days after Your Agreement Purchase Date. No service will be provided during the initial thirty (30) days of the Agreement.]
- Primary Residence: Unless otherwise specified, the coverage under this Agreement applies to systems customarily located in Your primary residence belonging to You or a member of Your household. If You change Your primary residence, You are required to notify the Administrator of such request or change. In the event that You wish to obtain coverage for more than one residence, additional Agreements must be purchased.
  - Eligible Products: The following Smart Home products are eligible under this Agreement: Doorbells, Door Locks, Thermostat, Garage Door Opener, Switches, Outlets, Security Cameras, Hubs/Home Controllers, Flood Lamps, Light Dimmers, Smoke Detectors, Speakers and CO detectors.

The following Home Electronics products are covered under this Agreement: LCD/LED Televisions, Laptops, Tablets, Desktops w/ Printers, Routers, Home Theaters/DVD/Blu-ray players, Gaming systems, LCD/LED Computer Monitors and Peripherals/Wearables.

4. **LIMIT OF LIABILITY:**

- **Per Claim Limit:** The maximum amount We will pay for the repair or replacement of Your Covered Product for any single claim is \$2,000.
- **Aggregate Claim Limit:** The maximum amount We will pay for all claims during the term of this Agreement is \$5,000.
- **If You Meet or Exceed the Aggregate Limit:** We will be responsible for informing You, at the time of the claim, if You have reached the Aggregate Claim Limit. In the event You reach the Aggregate Claim Limit and the Covered Product requires additional repairs, We will provide You with information on how get the Covered Product repaired, however, We will not be responsible for any costs related to these repairs. If You make a claim and the cost to repair or replace Your Covered Product will exceed the remaining balance of Your Aggregate Claim Limit, We will complete the final repair or replacement of Your Covered Product, after which this Agreement will terminate.

Upon replacement, there is no longer any obligation for the replaced product under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

5. **HOW TO GET SERVICE:** You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at [800-867-2216] or go online to [www.4repairs.net.] All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. If You refuse service on a covered item, You will be billed for that servicer's applicable charge.



6. **SERVICE DELIVERABLES:** You will receive service on Your Covered Product as described below:
- **Carry-In:** Unless otherwise provided in this Agreement, Covered Products must be shipped or delivered and picked up by You at Our authorized service center during normal business hours.
  - **Depot:** Administrator will provide You with a shipping label for You to ship Your failed product(s) to the nearest repair facility. You are responsible for providing appropriate packaging for shipping. Your product(s) must be properly protected with bubble wrap or other protective materials. We are not responsible for and have no liability for product damaged in shipping. Your repaired product(s) will be mailed back to You at no charge.
  - **In-Home:** Service will be performed in Your Primary Residence as indicated on Your proof of purchase. The authorized service center may opt to remove the Covered Product(s) to perform service in-shop. Your product(s) will be returned upon completion.
7. **ACCIDENTAL DAMAGE IN HANDLING (“ADH”):** Your Covered Product is protected against accidental damage in handling such as drops and excessive scratching to frames after such an incident occurs. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the “What is Not Covered” section of this Agreement. Any resultant damage from this type of treatment is NOT covered by ADH. For the purpose of this Agreement, Accidental Damage is defined as a single, unexpected, sudden, and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event.

For cracked screens on Televisions, Laptops and Tablets, coverage is limited to one repair or replacement per Covered Product, per coverage term.

8. **No Lemon Policy:** During the term of this Agreement, and subject to Our Limit of Liability, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. If We replace the Covered Product, all Our obligations for the Covered Product under this Agreement terminate.

### **III. WHAT IS NOT COVERED- EXCLUSIONS .**

(A) Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement; (E) Part or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by you during the life of the product, including but not limited to batteries, light bulbs (including LED), etc.; (F) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (G) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (I) Any product used in a commercial setting, online or other vacation

rental, or rental basis; (J) Failures that occur outside of the United States of America and the District of Columbia; (K) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (N) Accessories used in conjunction with a Covered Product; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (Q) Additional exclusions specific to Your Covered Product; (R) Damages due to rodents/animals/insects; (S) Failure(s) due to an inherent design flaw from the manufacturer; (T) Failure(s) due to a prior repair not consistent with the manufacturer-recommended repair guidelines.:

- **Specific to Electronics:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of Your Covered Product and does not cover (1) non-operating or external parts, e.g. housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs (including LED); projection bulbs; filters; (2) any installed accessory item; (3) any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; (4) Remote controls; phonograph cartridges and stylus; mobile phones; and (5) failure due to vermin and/or insect infestations.
- **Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, We do not cover damage caused by or due to (1) overheating caused by accumulation of dust, fan blockage; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (3) burned-in image in any other type

of display; application programs; operating system software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (5) toner and ink cartridges; and (6) failure due to vermin and insect infestations.

## IV. CONDITIONS .....

- A. **RENEWAL:** This Agreement may be renewed at Our discretion.
- B. **DEDUCTIBLE:** This Agreement contains a deductible of \$50 which is due for each repair or replacement of Your Covered Products. The deductible does not apply to the repair or replacement of a game controller, keyboard, mouse, modem or external speakers (wired); however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Limit of Liability section of this Agreement.
- C. **TRANSFERABILITY:** This Agreement is non-transferable.
- D. **TERRITORIES:** The Agreement territory is limited to the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.
- E. **SUBROGATION:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
- F. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:** PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Agreement in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge

Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C.1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or

determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to 10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C.1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration

required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLER).** To opt out, You

must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.



**G. CANCELLATION:**

1. You may cancel this Agreement at any time by contacting the Seller or the Administrator.
  - For monthly term Agreements, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
  - For annual term Agreements, If You cancel this Agreement within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid. In the event You cancel this Agreement after thirty (30) days of the Agreement Purchase Date, You will receive a pro-rata refund based on the time expired, less the cost of claims paid.
2. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. 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. If We cancel this Agreement, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Agreement Purchase Price, less the cost of claims paid.
3. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

**H. ENTIRE AGREEMENT:** This is the entire Service Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.

**I. PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

**J. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:** You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and

apart from the purchase price You paid for the Covered Product. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Covered Product. You further agree and acknowledge that We, or the Administrator under this Agreement, are not the supplier of the Covered Product. Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

- K. **LIMITATION OF LIABILITY:** THIS AGREEMENT 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 SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

## V. INSURANCE .....

OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, [10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738], EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK, AND WISCONSIN.

**CALIFORNIA** - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, [10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738].

**GEORGIA** - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, [10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738]

**NEW YORK AND WISCONSIN** - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, [10751 DEERWOOD PARK BLVD., SUITE 200, 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 AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

# STATE REQUIREMENTS & DISCLOSURES . .

## THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

**Alabama:** CANCELLATION 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 Service Agreement.

**Arizona:** In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (D) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the Agreement Holder may be charged by the provider. The provider fee is the purchase price for which You paid for this Agreement. Arbitration does not preclude the consumer's right to file a complaint with the [Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548]. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

**Arkansas:** CANCELLATION 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 Service Agreement. Insurance section 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, You are entitled to make a claim directly against the insurance company.

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does

not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at [1-916-999-2041], or You may write to Department of Consumer Affairs, [4244 S. Market Court, Suite D, Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov). Informal dispute resolution is not available.

**Colorado:** Insurance section 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, You are 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. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until the covered repair has been completed. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

**Florida:** This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. If 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. If this Agreement is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration section is amended to add the

following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement Purchase Price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twentyfive percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (D) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

**Hawaii:** CANCELLATION 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 Service Agreement.

**Idaho:** Insurance section 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, You are entitled to make a claim directly against the insurance company.

**Indiana:** Insurance section 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, You are entitled to make a claim directly against the insurance company.

**Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

**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, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

**Maine:** CANCELLATION section is amended as follows: The provider of the Agreement shall mail a written notice to the Service Agreement Holder at the last known address of the Service Agreement Holder 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 the Service Agreement Holder 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 the Service Agreement Holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must 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 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, You are entitled to make a claim directly against the insurance company.

**Maryland:** CANCELLATION 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 Service Agreement.

**Massachusetts:** CANCELLATION section is amended as follows: The provider shall mail a written notice to the Service Agreement Holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the Service Agreement Holder contained in the records of the provider at least five (5) days

prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the Service Agreement Holder relating to the Covered Product or its use. 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 Service Agreement.

**Michigan:** If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

**Minnesota:** CANCELLATION 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 Service Agreement.

**Mississippi:** IMPORTANT NOTICE ABOUT YOUR COVERAGE:

1. This Agreement includes a binding Arbitration agreement.
2. The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
3. The results of the Arbitration are final and binding on You and Us.
4. In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
5. When You become an Agreement Holder under this Agreement You must resolve any dispute related to the Agreement by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll-free assistance line at (800) 867-2216.

CANCELLATION 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 Service Agreement.



**Missouri:** CANCELLATION 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 Service Agreement. Insurance section 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, You are entitled to make a claim directly against the insurance company.

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. 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. 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 Service Agreement. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation by You, or failure to pay by You.

ARBITRATION section of this Agreement is removed.

The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this Agreement.

If You are not satisfied with the manner in which We are handling a claim under this Agreement, You may contact the Nevada Division of Insurance toll free at 888-872-3234.

This Agreement will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or nonmanufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

**New Hampshire:** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, [21 South Fruit Street, Concord, NH 03301, (603) 271-2261]. ARBITRATION section of this Agreement is removed.

**New Jersey:** CANCELLATION 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 Service Agreement.

**New Mexico:** CANCELLATION 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 section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. Insurance section 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, You are entitled to make a claim directly against the insurance company.

**North Carolina:** CANCELLATION 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.

**Ohio:** Insurance section 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, You are entitled to make a claim directly against the insurance company.

**Oklahoma:** This Agreement is not a contract of insurance. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION 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. ARBITRATION

– While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**Oregon:** 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 30 days prior to the date of termination. CANCELLATION section is amended as follows: You, the Service 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. ARBITRATION section of this Agreement is removed.

**South Carolina:** If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180]. CANCELLATION 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 Service Agreement.

**Texas:** If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202]. Administrator: Integrity Admin Group, Inc., 2973 Harbor Blvd, Suite 240, Costa Mesa, CA 92626 (800-301-1397). CANCELLATION section is amended as follows: You, the Service 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.

**Utah:** This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: 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 premium 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 premium 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.

Any matter in dispute between You and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. EMERGENCY SERVICE: If You are unable to reach Administrator at 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.

**Virginia:** If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** All references to Obligor throughout this Agreement are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. 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. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the Service Agreement Holder's permanent residence. You may file a direct claim with the Service Provider at any time. EMERGENCY SERVICE: If You are unable to reach Administrator at 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:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: This Agreement may be cancelled by Us only for non-payment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Covered Product or its use. 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. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the provider fee. If You cancel within thirty (30) days of receipt of Your Agreement, You must first return to the Seller or to the Obligor should the Seller not be available. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time 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. 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. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER. 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.

**Wyoming:** CANCELLATION 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 Service Agreement. ARBITRATION section of this Agreement is removed.





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