

# Inspector Protection Plan Agreement (Florida)

For service or questions, or for multi-unit pricing and terms, call toll-free (877) 977-4949 or visit [homewarrantyinc.com](http://homewarrantyinc.com).

This Inspector Protection Plan ("Agreement") is between the provider, Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256 (800) 888-2738, Florida License No. 03698 ("We", "Us", and "Our") and the recipient of this Agreement ("You" and "Your").

Administrator – Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA 51246 (877) 977-4949.

Certain items and events are not covered by this Agreement. Please refer to the exclusions listed on pages 1-3 of this Agreement.

The Welcome Letter sent to You upon enrollment is incorporated into these terms and conditions. Registration of this plan implies consent to all Agreement terms and conditions.

## COVERAGE REQUIREMENTS

1. All covered systems and appliances must be in normal operating condition at the time coverage takes effect. Conditions determined to have existed prior to the coverage period or systems and appliances that never functioned properly during the period of coverage are pre-existing conditions and are not eligible for coverage under this Agreement.
2. Agreement covers only repairs resulting from normal wear and tear associated with normal usage of covered items.

Coverage starts upon activation date, which must be within 14 days of a completed inspection, and continues for a period of 90 days, until conversion to the 14-month (or monthly) Home Protection Plan, if purchased by You, or expiration of coverage (whichever occurs first).

**Multi-Unit Properties:** Coverage under this Agreement is for a single residential property or unit only unless multi-unit coverage is purchased. Extra units require an additional fee in order to be covered. Mechanical systems or appliances serving multiple units are not eligible for coverage unless all units serviced by the mechanical system or appliance are covered under an additional fee. Item quantity limits, service cost limits, and prices on optional or extra items, are on a per unit basis. To constitute a multi-unit property under this Agreement, all property's units must be part of a common structure, be part of a single sales transaction involving only 1 property owner/entity, and not be subject to dividing for future resale.

## COVERAGE

1. Agreement provides for repair (including parts and labor) or replacement on all items for which coverage has been purchased (subject to terms and limitations of this Agreement), less a **\$100 service fee per incident** or actual cost of service, whichever is less, payable to the company providing service. "Per incident" is defined as a single failure occurring within a single unit or location, requiring a single repair. If the repair is not covered by Us, the customer is responsible for the full cost of the service call. Failure to pay the service fee or any amount due to the servicer from You will result in suspension of coverage until fee is paid, at which time coverage will then be reinstated with no extension of the original coverage period. In the event a repair performed under this Agreement fails within 30 days following the initial repair, Agreement provides for a recall service call without an additional service fee. Service fee is subject to change without notice.
2. We will determine, at Our sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, We will not pay for any failures that do not contribute to the appliance's primary function including, but not limited to, wireless capability, television or radios built into appliances. We will replace with equipment of similar efficiency and capacity but are not responsible for matching brand, dimensions, colors or features non-essential to the core function of the item. Proof of replacement will need to be provided for coverage to continue to extend to that item for the remainder of the coverage term. In some instances, We may provide cash in

lieu of repair services. This amount is based on what We would expect to pay (which may be less than retail cost) for parts and labor for covered items less the incurred cost of the contractor's diagnosis. Items for which parts or technical information are not available due to government mandated restrictions, parts availability, non-readable or missing make, model or serial numbers will be assessed a repair estimate based on a comparable repair. If You elect to replace equipment with used equipment (from eBay, Craigslist, and the like), the replacement equipment will be subject to a **30-DAY WAIT IN CLAIMS**.

3. We have sole discretion to choose service personnel and will not reimburse for work performed without Our prior approval or by service personnel contacted directly by the customer unless directed to do so by Us.
4. All requests for service not answered immediately will be acknowledged with a return phone call within 4 hours during normal working hours and 48 hours on weekends and holidays. Agreement allows You to contact service company and schedule service during normal business hours. You may elect to have after hours service performed at Your own discretion and with prior authorization from Us but will be responsible for any additional fees associated with expediting the service. In the event of an after-hours emergency, to obtain service please call toll-free 24/7/365 at (877) 977-4949 and select the emergency service option. We reserve the right to obtain a second opinion.
5. If a property has multiple mechanical systems or appliances that require the purchase of additional coverage in order to be covered and additional coverage is not purchased, We reserve the right to determine which mechanical systems and/or appliances are the ones primarily used and covered by this Agreement. In most cases, the system that services the main living area or the largest system will be considered primary.
6. We reserve the right to have the repair or replacement performed with aftermarket, off-brand, used, remanufactured, or reconditioned parts.
7. Notice of any malfunction must be given to Us prior to agreement expiration with the initial service call made within thirty (30) days and all approved work must be completed within six (6) months of Agreement expiration.
8. Unless a part or item is specifically listed under the "COVERED" section for the particular item below, the item or part is not covered.

## HEATING, VENTILATION AND COOLING SYSTEMS; WATER HEATER

Coverage is limited to \$500 aggregate for all heating and air related claims and \$500 aggregate for all water heater related claims during the Agreement term.

### 1. Heating and Cooling Units

COVERED—Up to 2 heating and 2 cooling units OR 2 heat pump units and associated parts and components; including blower fan motors; burners; controls; fan blades; heat/cool thermostats; boiler zone control valves; heat exchangers; heating elements; igniter and pilot assemblies; internal system controls; wiring and relays; motors and switches; air handler; capacitors; compressors; condenser fan motors; condenser coils; evaporator coils; evaporative cooler; fan blades; pumps; refrigerant piping; reversing valves; and refrigerant (up to \$20 per pound) on all authorized sealed system repairs. If none of the systems listed above exists in the property, coverage may (at Our discretion and with approval granted prior to coverage start) be extended to baseboard, wall, in-floor, or other alternative systems provided they are not explicitly excluded in this section. **NOT COVERED—Portable or window units; forced air damper systems; solar heating systems; pellet, corn cob or wood units; radiant cable heat; or fireplaces and associated components; chimneys; outside or underground piping; circulation components or redrilling of wells for water source heat pumps; fuel storage tanks; expansion tanks; filters; timers; heat lamps; humidifiers or dehumidifiers; condensate drain pump; flues and vents; improperly sized or mismatched systems; cleaning and maintenance; free-standing or gas log systems, including gas supply lines; flue dampers; pressure regulators; computerized energy**

management systems; gas air conditioning systems; electronic air cleaners; water towers; roof jacks and stands; chillers; any system with asbestos; heat recovery units; interconnecting refrigerant lines; water pumps; water cooling towers; pre-coolers; insulation; concrete pads; costs related to leak test, or recapturing refrigerant; baseboard, casings, registers and radiators tied to boiler systems; use of cranes; costs associated with replacing non-failed parts to bring a system into compatibility (including conversion to R410a); and units located in detached garages. Smart thermostats will be replaced with regular thermostats or given cash equivalent.

### 2. Water Heater

COVERED—Main unit (including a tank, tankless, power vent unit, or indirect water heaters and components); exhaust blower assembly; water heater elements; gas control valves; and thermostats. **NOT COVERED—Solar water heaters and components; thermal expansion or holding tanks; noises; odors; color or purity of water; flues and vents; insulation blanket; and failures due to sediment build-up. Hot water dispensers are considered secondary water heaters and are not covered unless optional coverage is purchased.**

## COVERED SYSTEMS AND APPLIANCES

Note: Unless otherwise noted, only 1 of each of the following systems or appliances is included per residential unit.

1. **Interior Plumbing: coverage is limited to \$500 per Agreement term.** COVERED—Leaks and breaks of water, drain, waste, vent or gas lines except if caused by freezing or roots; toilet wax ring seals, angle stops, and risers. Coverage on water supply plumbing begins after the water meter and within the confines of the foundation of the home and does not include garage or detached buildings. **NOT COVERED—All plumbing in or under the ground, foundation or slab; all piping and plumbing outside the perimeter of the foundation; stoppages; water softeners; well pumps and associated systems (unless optional coverage is purchased for these items); septic systems; gas lines leading to non-covered items; faucets and fixtures (including but not limited to bathtubs, shower bays, sinks, toilets, bidets); caulking or grouting; pressure regulators; inadequate or excessive water pressure; flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits; sewage ejector pumps; holding, pressure, or storage tanks; saunas or steam rooms; lawn or fire sprinkler systems; water purification systems; drains or drain line check valves; in-floor heat systems; circulating pumps; backflow preventers; and relining. Gas lines will be subject to a thirty (30) day wait in claims before coverage can apply.**
2. **Interior Electrical Wiring: coverage is limited to \$250 per Agreement term.** COVERED—Interior wiring including main breaker panel or fuse box, general wiring, receptacles, and standard light switches. Coverage begins at the main service panel. **NOT COVERED—Fixtures; direct current wiring, components, or systems (including but not limited to doorbell systems, alarm systems, intercom or speaker/stereo systems, carbon monoxide and fire alarms and/or detection systems, batteries, telephone systems or wiring, touch pad assemblies, timers, low voltage household wiring); wiring outside the confines of the foundation or in a detached garage/building; wiring or electrical system components servicing additional or optional items for which no coverage has been purchased; heat lamps; load control devices; wall, bathroom, attic, exhaust, or whole house fans; failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge; corrosion caused by moisture; appliance management systems or computers; and data wiring.**
3. **Sump Pump: coverage is limited to \$150 per Agreement term.** COVERED—Permanently installed sump pump (ground water only). **NOT COVERED—Sewage ejector pumps or lift stations; any unit located outside the covered home; and backup battery power supply and pump.**

4. **Garbage Disposal:** coverage is limited to \$150 per Agreement term. COVERED—All components and parts except: NOT COVERED—Failures due to stoppages.
5. **Garage Door Opener:** coverage is limited to \$250 per Agreement term. COVERED—Mechanical parts and components including drive chains or lead screws, motor, receiver board, relays, transmitters/remotes, switches, and obstruction sensors. Coverage is only for openers located in garages attached to the primary residential structure or (if no attached garage) one detached garage used as primary garage not located more than 30 feet from the home. Coverage is for up to 3 units on a single unit property. NOT COVERED: Batteries; damage caused by door malfunctions; door assemblies (including, but not limited to, door panels, tracks, rollers, hinges, cables, and springs); frequency interference; touch or keypads; reprogramming; failure caused by improper installation; and counterbalance mechanisms.
6. **Built-in or Over-the-Range Microwave:** coverage is limited to \$200 per Agreement term. COVERED—All components and parts except: NOT COVERED—Countertop, portable, convection, infrared or high-speed units; interior linings; glass; shelves; handles; meat probe assemblies or rotisseries; and venting components.
7. **Kitchen Refrigerator:** coverage is limited to \$500 per Agreement term. COVERED—All components and parts except: NOT COVERED—Ice crushers, beverage dispensers and associated parts; handles and knobs; door seals/gaskets; interior thermal shells or liners; food spoilage; and inaccessible refrigerant leaks/repairs. Coverage on ice maker repairs or replacements is limited to \$200 per Agreement term. If parts are not available to repair the icemaker, Our obligation is limited to cash in lieu of repair.
8. **Dishwasher:** coverage is limited to \$500 per Agreement term. COVERED—All components and parts including portable units in home at time of inception. NOT COVERED—Cleaning or repair due to failure caused by foreign objects, scale, rust, minerals, and other deposits; soap/rinse aid dispenser; handles and knobs; racks; door seals/gaskets; baskets; and rollers.
9. **Range/Oven/Cooktop Stove:** coverage is limited to \$500 per Agreement term. COVERED—All components and parts except: NOT COVERED—Clocks (unless they affect the function of the oven); meat probe assemblies or rotisseries; racks; magnetic induction; glass; self-cleaning function; handles and knobs; convection function; venting; and door seals/gaskets. Thermostatic controllers will only be replaced with standard controls.
10. **Clothes Washer:** coverage is limited to \$500 per Agreement term. COVERED—All components and parts except: NOT COVERED—Fabric softener dispensers; filter screens; knobs and dials; and damage to clothing.
11. **Clothes Dryer:** coverage is limited to \$500 per agreement term. COVERED—All components and parts except: NOT COVERED—Venting; knobs and dials; and damage to clothing.

## EXCLUSIONS

1. Conditions resulting from Your negligence, acts of God, or situations beyond what We consider to be normal usage are not covered (including but not limited to abuse, pet/pest damage, theft, water, salt water, flood, fire, lightning, freezing, wind, earth movement, improper installation and/or alteration, prior work not done to industry standards, lack of adequate power or water supply, power failure/surges, blown fuses or tripped breakers, unplugged appliances). Items must operate normally following power interruption for coverage to apply.
2. Service will not be performed on systems with hazardous/toxic materials or asbestos, nor does Agreement provide for any removal, disposal, or demanufacturing of an appliance or mechanical system or any costs associated with the removal, reclamation,

or disposal of materials, chemicals, or fluids associated with repair or replacement of a mechanical system or appliance.

3. Any system or appliance outside the confines of the home is not covered except for central air conditioning or heat pump units.
4. Agreement covers only single-family residential- use property. Multiple units are covered if the appropriate fee is paid. Appliances or mechanical systems used for commercial or home business use (included but not limited to daycare, beauty salon, catering) are not eligible for coverage.
5. Agreement does not cover any appliance or system or part failure that is under a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect nor any appliance or system whose manufacturer warranty has been voided.
6. Cosmetic and non-operational repairs are not covered (including but not limited to noise, odor, corrosion, clocks/timers, self-cleaning function, or other parts not affecting the core operation of the item, loss of some optional functions, computerized monitoring equipment). Agreement does not pay for repairs associated with lack of performance due to improperly sized or mismatched systems; failure to conduct routine maintenance; build-up of lime, scale, sediment or other chemical deposits; color or purity of water.
7. Agreement does not pay for services associated with routine maintenance (including but not limited to cleaning, lubricating, filter replacement) or when no failed parts are detected or failure is unable to be duplicated.
8. This Agreement is not an insurance policy and will not duplicate or substitute for coverage provided under any insurance policy.
9. Any removal, repair, or replacement of systems whose defect is caused by moisture is not covered (including but not limited to mildew, mold, rot, fungus, rust, corrosion).
10. Consumable or expendable items are not covered (including but not limited to filters and light bulbs).
11. We will not be responsible for any work or expense (including permits) needed to bring systems into compliance with federal, state, local, utility, or any other jurisdiction's codes or regulations.
12. Agreement does not cover any consequential damages including but not limited to: food spoilages; clothing damages; damages to persons, real property, personal property, or any other items (whether covered by this Agreement or not) due to the failure of, or lack of timely repair or replacement of, an appliance or system.
13. Removal or reconstruction of, or subsequent or incidental damage to, systems; appliances; units; and walls, floors, carpeting, tile, ceilings and the like necessary to make repairs is not covered. Amount to remove any item from the home to be repaired is not covered.
14. Any system or appliance where You have failed or refused to provide a service company access to the item or its supporting systems is exempt from coverage.
15. This Agreement does not cover delays or failures to provide service caused by (or related to) any of the exclusions listed therein; shortages of labor or materials; or unwillingness of the servicer to perform service, verbal abuse, threat of legal action or requests of the servicer to violate ethical standards or misrepresent the true nature of the diagnosis.
16. Any system or appliance that is operating within regulatory or industry trade standards for carbon monoxide emissions or refrigerant loss is considered safe for operation and is not eligible for repair or replacement under this Agreement until levels exceed these standards (including but not limited to EPA, OSHA, state or local building codes, ASHRAE, BPI).

## LIMITS OF COVERAGE LIABILITY

Your sole remedy under this Agreement is the recovery of cost of the required repair or replacement, whichever is less. You agree that in no event will Our limit of coverage liability exceed \$500 per covered item (unless otherwise stated in the Heating, Ventilation and Cooling System, Water Heater section, Covered Systems and Appliances section or Optional Coverages section) or \$1,000 aggregate during the Agreement term.

This Agreement contains the entire Agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

## TRANSFER AND CANCELLATION

1. **Transfer:** This Agreement is transferable to a new owner(s) of a covered property but remains tied to the originally warranted systems and appliances of the covered property.
2. **Cancellation by Us:** We reserve the right to change or cancel this Agreement upon thirty (30) days written notice stating the reason for an effective date of cancellation mailed to Your last known address in Administrator's records. In the event of fraud or material misrepresentation (including misrepresentation of equipment condition) cancellation may be immediate and without notice. In the event of cancellation for 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.
3. **Cancellation by You:** This Agreement was provided to You when You purchased the home inspection. This Agreement is non-cancellable and non-refundable by You.
4. **Email/Phone Consent:** You agree that We, or a third party acting on Our behalf, may contact You in the future by telephone, electronic mail, or U.S. mail regarding renewal of, changes to, terms regarding, or new products related to Your Agreement. You may opt out by contacting Administrator.

## MISCELLANEOUS

**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 Selling Retailer 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 agreement, 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. 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 URL: American Arbitration Association, [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 with the Code in effect at the time the arbitration commences. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all 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). 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 ORIGINAL 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) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto: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.

**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 item. 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 item. You further agree and acknowledge that We, and the Administrator under this Agreement, are not the supplier of the covered item. 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".

**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).**

**STATE-SPECIFIC AMENDMENTS**

**Florida residents:** CANCELLATION section is amended as follows: If this Agreement is cancelled by the Us or Administrator, return of premium to the original purchaser 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 agreement is not subject to regulation by the Florida Office of Insurance Regulation. This Agreement may not provide listing period coverage free of charge. This Agreement may not exclude coverage because of the presence of rust or corrosion unless the rust or corrosion was a contributing cause of the breakdown or failure of a covered appliance, unit or system. This Agreement does not cover replacement of functional components of HVAC systems for reasons of compatibility or efficiency requirements of the manufacturer unless additional coverage for such circumstance is purchased, to add such coverage contact Administrator (877) 977-4949.** The Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.