

## CLIMATE SHIELD US – SERVICE CONTRACT

This Service Contract, together with Your Certificate of Coverage and any state-specific amendments, sets forth the entire agreement (“Agreement”) between You and Us. Throughout this Agreement, “You” and “Your” mean the contract holder listed on the Certificate of Coverage. In all U.S. states and D.C., “We,” “Us,” “Our,” and “Obligor” mean Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, Indiana 47130, Phone # {INSERT TOLL FREE #} (“Service Net”); except in Florida and Oklahoma, where they mean AIG Warranty Services of Florida, Inc., 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # {INSERT TOLL FREE #} (“AWSF”); and except in California where they mean the Dealer (as defined below). “Administrator” means Service Net Warranty, LLC.

**1. WHAT IS COVERED.** Depending on the type of coverage You purchased, as shown on Your Certificate of Coverage and further explained below, We will furnish certain labor, parts, parts and labor, or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of Your covered product, appliance, or equipment (“Product”), provided such service is necessitated by Product failure during normal usage. The Product includes equipment only as originally configured and parts and accessories that are necessary to the Product’s functionality (unless excluded in Section 15 below). **Coverage does not apply to any accessories that are used in conjunction with or to enhance the Product’s performance (other than accessories included on Your Certificate of Coverage as a covered Product).** “Miscellaneous Parts” mean [refrigerant][,] [nitrogen][,] [hard-start kits][,] [and] [driers], as applicable to Your Product and subject to any exclusions set forth in this Agreement. Any Product repaired or replaced under this Agreement will continue to have coverage until the maximum limit of liability has been reached for the applicable Product or this Plan otherwise terminates or expires.

**(a) LABOR ONLY.** If You purchased “labor only” coverage, as shown on Your Certificate of Coverage, We will cover the service provider’s trip or diagnosis charges and labor costs for covered repairs to Your Product. **Any other costs, including but not limited to underlying wholesale or retail parts costs, Dealer parts mark-up costs, and Miscellaneous Parts, will not be covered under this Agreement.**

**(b) LABOR PLUS.** If You purchased “labor plus” coverage, as shown on Your Certificate of Coverage, We will pay for following services and costs per covered claim, subject to this Agreement’s terms and conditions: (i) The service provider’s trip charges; (ii) the service provider’s labor costs; and (iii) Miscellaneous Parts, if applicable to the Product. **This Agreement does not cover any other costs, including the costs of other replacement parts and repair costs.**

**(c) PARTS AND LABOR PLUS.** If You purchased “parts and labor plus” coverage, as shown on Your Certificate of Coverage, We will pay for the following services and costs per covered claim, subject to this Agreement’s terms and conditions: (i) The service provider’s trip or diagnosis charges and labor costs; (ii) Miscellaneous Parts; (iii) the underlying wholesale or retail costs of covered replacement parts; and (iv) the reasonable and customary mark-up costs for covered replacement parts charged by the Dealer above the Product’s underlying wholesale or retail price. **This Agreement does not cover any other costs.**

**2. ELIGIBILITY.** This Agreement must be purchased within sixty (60) months from the original Product installation date unless it is a valid renewal or out-of-warranty extension of a previously purchased plan. To be eligible for coverage, the Product must be in good working order at time of this Agreement’s purchase. If the information provided to Us regarding the Product’s installation date is incorrect, We may deny coverage under this Agreement. We reserve the right to inspect Your Product or request installation documentation at any time to determine coverage eligibility.

**3. WAIT PERIOD. CUSTOMERS WILL BE SUBJECT TO A THIRTY (30) DAY WAIT PERIOD FROM THIS AGREEMENT’S PURCHASE DATE BEFORE THE PRODUCT BECOMES ELIGIBLE FOR COVERAGE (“WAIT PERIOD”). THIS CONTRACT DOES NOT COVER LOSSES THAT OCCUR PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE WAIT PERIOD. THE WAIT PERIOD DOES NOT APPLY TO ANY RENEWAL TERM THAT IS PURCHASED PRIOR TO THE EXPIRATION OF THIS AGREEMENT’S INITIAL TERM.**

**4. PAYMENT TERMS.** Payment for this Agreement is due in full at the time of online purchase or within thirty (30) days from the receipt of written invoice, as applicable.

**5. ANNUAL MAINTENANCE.** It is recommended that all Products covered by this Agreement are maintained as specified by the manufacturer. This Agreement does not cover the costs of recommended maintenance.

**6. TO OBTAIN SERVICE.** If service is required, contact Your original installing or servicing dealer (“Dealer”) at the phone number shown on Your Certificate of Coverage and explain the problem. Prior to any repair or replacements being made, Your Dealer must follow any required authorization procedures. If you are unable to contact Your Dealer, You may submit Your claim by calling {INSERT TOLL FREE} or in writing to {INSERT ADDRESS}. With any correspondence, please provide Your daytime phone number. **You must request service within thirty (30) days of the Product’s failure and prior to this Agreement’s expiration in order to be eligible for service.**

**7. TIME FOR SERVICE.** Service will be performed between the hours of 8:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding holidays, or otherwise during Your Dealer’s normal hours of operation. Any additional costs above the service provider’s authorized hourly rate (such as premium or overtime charges or after-hours service) will be at Your expense, with exception made for health-related or severe-weather related emergencies. We reserve the right to determine which services constitute an emergency. Neither Us nor the Dealer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

**8. PLACE OF SERVICE.** Onsite service will be provided at the location of Product installation. If You are located more than fifty (50) miles from the Dealer, additional travel costs to reach the covered Product’s location may be covered under Your Agreement and will be applied against Our maximum liability owed to You under this Agreement.

**9. PRODUCT ACCESSIBILITY.** If service is required, You agree to make the Product reasonably accessible to the repair person. If

the Product is not reasonably accessible due to its location, physical barriers that impede access, or other reasons, the repair person may decline to provide service or assess You an additional charge (which will be Your responsibility and at Your own expense) for making the Product accessible, commensurate with the difficulty in working on the Product. All service fees incurred by Us will be applied towards Our maximum liability under this Agreement.

**10. DEDUCTIBLE.** This Agreement does not require You to pay a per claim deductible or service fee in order to initiate a service request.

**11. IMPORTANT NOTE.** This Agreement does not cover repairs or replacements recommended by the repairing facility that are not necessitated by mechanical breakdown during normal usage, unless specifically authorized by Us. We reserve the right to inspect the Product prior to coverage or during the coverage period. We may decline to provide service if the model number, serial number, and original purchase date of all Products to be covered are not provided to Us. If You request service calls for a non-covered repair or where a “no failure found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the servicer for an onsite repair, You must call to cancel the appointment according to Your servicer’s guidelines. **Any outstanding payments and fees due under this Agreement must be paid in full prior to services being rendered.**

**12. PARTS AND SUBCONTRACTING.** We may use new, refurbished, reconditioned, or non-original manufacturer’s parts to repair Products. Repair and replacement services will be performed by authorized, independent, third-party contractors.

**13. UNABLE TO REPAIR.** If We determine that We are unable to repair Your Product for any reason, such as the unavailability of functional parts, service, or technical information or the cost to repair will exceed the Limit of Liability as described herein, We may buyout Your Agreement pursuant to Section 14. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a buyout will be made.

**14. LIMIT OF LIABILITY.** The maximum liability owed to You under this Agreement will be the lesser of the following, as determined in Our sole discretion, minus sales tax and any claims paid: (a) The current market value of a Product with comparable specifications; (b) the retail price paid for Your Product, including customary installation charges (unless excluded in Section 15); or (c) \$25,000.

**15. BUYOUT.** We may elect, at Our option, to buyout this Agreement during the coverage term for the maximum limit of liability remaining under this Agreement at the time of buyout pursuant to section 13. We will have satisfied all obligations under this Agreement upon issuance of a buyout check pursuant to this section.

**16. EXCLUSIONS. This Agreement Does Not Cover:**

- a. Any Product located outside the continental United States, Alaska, and Hawaii;
- b. Service required as a result of any alteration of the equipment or repairs made by anyone other than an authorized service provider, including any unauthorized alterations made by You to the Product;

c. Damage or other equipment failure due to corrosion or rust caused by moisture in the Product’s location or due to causes beyond Our control, including but not limited to repairs necessary as a result of operator negligence, the failure to maintain the equipment according to the owner’s manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, and acts of Nature (a sudden and uncontrollable event produced by natural forces, such as an earthquake, hurricane, or a tornado);

d. Service necessary because of improper storage, improper ventilation, or any utilization of the equipment that is inconsistent with either the design of the equipment, the specifications set by the manufacturer or Air Conditioning and Refrigeration Institute, or the way the manufacturer intended the equipment to be used;

e. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;

f. Products designed or manufactured for commercial use and products used in a commercial environment or setting, including non-residential, multiuser, communal, and industrial use, unless the Product is validly enrolled as commercial through the sales process; and equipment used in recreational vehicles;

g. Cosmetic defects or damage and failures of non-operational components that do not inhibit the proper operation and performance of the covered items;

h. Consumable items, including any part that is considered consumable by the manufacturer and any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not, such as lubricants and air filters;

i. Repairs or replacement to the Product, including parts, covered by the original contract holder’s manufacturer or supplier’s warranty or a manufacturer’s recall, or similar manufacturer’s incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);

j. Consequential damages, including damages as a result of malfunctioning of or damage to an operating part of the covered equipment and damages as a result of any repairs or replacements under this Agreement;

k. Loss of use, loss of business, loss of profits, down-time, and charges for time and effort;

l. Damages caused by delays in rendering service or loss of use during the period that the Product is awaiting parts;

l. Damage or failure caused by animals or insects;

m. Operational or mechanical failure which is not reported prior to expiration of this Agreement and within thirty (30) days of Product failure;

n. Equipment sold without a manufacturer’s warranty, equipment sold “as is,” and refurbished Products;

o. Normal, periodic, or preventative maintenance or checkups, including but not limited to customer education, adjustments, cleanings, and convergence;

p. Reserved;

q. Equipment where the serial plate is removed, defaced, or made illegible;

r. Transit or delivery damage and damage caused by packing, unpacking, assembly, installation, or removal;

s. Adjustments or repairs required because of conditions at the Product’s location and damage resulting from user facilitated minor adjustments or settings outlined in the Product owner’s

manual, electrical or wiring connections, inaccessible products or parts, negligence, misuse, or abuse, whether willful or not.

t. Repairs needed due to lack of proper maintenance by an authorized service technician;

u. Loss or damage as a result of violation of existing federal, state, or municipal codes, including repairs to covered Products not complying with said codes, and repairs to alter the equipment to meet changes in, or to bring the equipment into working condition as a result of, federal, state, or local codes and regulations;

v. Products over 60 (sixty) months of age on the date of Agreement purchase, unless it is a valid renewal or out-of-warranty extension of a previously purchased plan;

w. Periphery installation or repair costs, including but not limited to duct work, circuit boxes, line sets, and additional labor hours needed to modify an area to allow for installation or repair of the covered Product(s);

x. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Agreement will cover any applicable deductible);

y. Rented or leased Products;

z. Damage or failure caused by bodily fluids, including but not limited to urine and vomit;

aa. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any computer system, electronic hardware, or software, or components thereof, that are used to store, process, access, transmit, or receive information within the Product as a result of any cause or loss other than covered losses specifically stated in this Agreement, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; and

bb. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within the Product, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

The Obligor shall not be deemed to provide cover, and the Obligor shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

## **17. CANCELLATION AND REFUND.**

(a) You may cancel this Agreement at any time and for any reason by contacting Your Dealer at the phone number shown on Your Certificate of Coverage. If you are unable to contact Your Dealer, You may submit Your request to Us by phone at {INSERT TOLL FREE} or in writing at {INSERT ADDRESS}.

(b) If You cancel this Agreement within thirty (30) days from the date of purchase without making a claim ("Free Look Period"), You will receive a refund of the full purchase price.

(c) If You cancel this Agreement within thirty (30) days from the date of purchase after making a claim or after thirty (30) days from the date of purchase, You will be refunded the remaining days of coverage on a prorated basis, less charges for any services performed or claims paid as of the date of cancellation.

(d) We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, We may cancel this Agreement immediately and without prior notice. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid; provided that 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 Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

**18. RENEWABILITY.** This Agreement may be renewable at Our sole discretion.

**19. TRANSFERABILITY.** You may transfer this Agreement, at no cost, to any subsequent homeowner at the location of the covered Product by contacting your Dealer or by sending written notice to Us at Service Net Warranty, LLC, {INSERT ADDRESS}. In the event You sell the home where the Product is located, You will need to request a transfer if You intend the subsequent homeowner to be eligible for services under this Agreement.

**20. RIGHT TO RECOVER FROM OTHERS.** If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

**21. INSURANCE SECURING THIS CONTRACT.** This Agreement is not an insurance policy. This Agreement is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, 1-800-250-3819, in all states with the exception of AR, CA, FL, MS, NC, NY, OK, and VA, where the policy is issued by New Hampshire Insurance Company, 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, 1-800-250-3819. If within sixty (60) days after proof of loss has been filed We have not paid a covered claim, provided You with a refund, You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the insurance company by contacting the insurer at the address or phone number above. Please enclose a copy of Your Agreement when sending correspondence to the Insurer.

**22. ENTIRE CONTRACT.** This Agreement constitutes the entire agreement between You and Us and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof. No representation, promise, or condition not otherwise contained herein shall modify these terms. No amendment or modification of any of the provisions of this Agreement shall be effective unless made in writing and signed by both You and Our authorized representative.

**23. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**24. CAPTIONS.** The descriptive headings of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

**25. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES.** US, THE ADMINISTRATOR, THE

DEALER/RETAILER, AND THEIR AGENTS, CONTRACTORS AND LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME, AND LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. THIS AGREEMENT EXCLUDES ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

**26. STATE VARIATIONS.** The following state variations will control in Your state of domicile if inconsistent with any other provisions of this Agreement:

**Alabama, Arkansas, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Wisconsin and Wyoming:** The following statement is added to Section 16(b) of this Agreement: "If You cancel Your Agreement during the Free Look Period without making any claims and do not receive a full refund or credit within forty five (45) days of Our receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund owed to You. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser."

**Alabama:** Section 16(c) is deleted in its entirety and replaced with the following: "If You terminate this Agreement within thirty (30) days from the date of purchase after making a claim or after thirty (30) days from the date of purchase, You will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of \$25. Any refund due to You under this subparagraph or Section 16 of the Agreement may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original purchaser." Section 16(d) is deleted in its entirety and replaced with the following: "We reserve the right to cancel this Agreement for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid; provided that 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 Your payments made, and no refund of any kind will be issued."

**Arizona:** Sections 16(b) and (c) of this Agreement are deleted in their entirety and replaced with the following: "If this Agreement is cancelled, You will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by You for the Agreement." Section 16(d) is deleted in its entirety and replaced with the following: "We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and

without prior notice. We may not cancel or void this Agreement for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner."

**Arkansas:** A claim against Us may include a claim for the return of the unearned provider fee. Section 16(d) is deleted in its entirety and replaced with the following: "We reserve the right to cancel this Agreement upon thirty (30) days written notice. However, if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of Your duties relating to a covered product or its use, We may cancel this Agreement immediately without any prior notice to You. Unless the cancellation is for nonpayment, We will provide You with a pro rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid, if We cancel the Agreement."

**California:** California law requires the Dealer to be contractually obligated to you to provide service. Section 16 is deleted in its entirety and replaced with the following: "If You cancel this Contract within thirty (30) days from the date of receipt, You will receive a full refund of the purchase price less the cost of any claims paid. If You cancel this Contract after thirty (30) days from the date of receipt, You shall receive a pro-rata refund of the purchase price less any claims paid. If You cancel this Contract, You must provide written notice of cancellation to the Administrator at the address below. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Service Contract or twenty-five (\$25) dollars, whichever is less. The Administrator is Service Net Warranty, LLC, P.O. Box 1411, Jeffersonville, IN 47131-1411." For information regarding Our privacy practices and Your rights under the California Consumer Privacy Act, please visit <https://www.aig.com/privacy-policy>.

**Colorado:** Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title 6, C.S.R., and a party to such an Agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**Connecticut:** If Your term of coverage is less than one (1) year, this Agreement is automatically extended while the product is being repaired. You may cancel this Agreement if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If We are unable to resolve any disputes with You regarding this Agreement, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: 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.

**Florida:** The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Sections 16(b) and (c) of this Agreement are deleted in their entirety and replaced with the following: "If You cancel this Agreement, return of premium will be based upon ninety (90%) percent of unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf." Section 16(d) of this Agreement is

deleted in its entirety and replaced with the following: **“We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice mailed to Your last known address.** However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate. If We cancel this Agreement, We will refund 100% of the unearned pro rata premium, less any claims paid.”

**Georgia:** Section 16(c) is deleted in its entirety and replaced with the following: “If You cancel this Agreement within the first thirty (30) days from the purchase date after making a claim or cancel this Agreement after thirty (30) days from the purchase date, We will refund the excess of the consideration paid for the Agreement, above the customary short rate for the expired term of the Agreement.” Section 16(d) is deleted in its entirety and replaced with the following: “We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Agreement, We will refund any unearned portion of the Agreement price on a pro rata basis. Claims paid will not be deducted from any refund due under this Agreement.” The following paragraph is added to Section 16 of the Agreement: “Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Cancellations will comply with Section 33-24-44 of the Code of Georgia.” If a claim covered by this Agreement is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Agreement is covered by an insurance policy, manufacturer’s warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer’s warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability.

**Illinois:** This Agreement does not cover failure resulting from normal wear and tear. Section 16(d) is deleted in its entirety and replaced with the following: **“We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice.** If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice. The notice of cancellation will include the reason and the effective date of cancellation. If this Agreement is cancelled at any time, We may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. The obligor, Service Net Warranty, LLC, is the party responsible for honoring cancellation requests.”

**Indiana:** Proof of payment for this Agreement constitutes proof of payment to the insurer for the reimbursement insurance coverage specified in this Agreement.

**Maine:** Section 16(d) is deleted in its entirety and replaced with the following: “We may cancel this Agreement by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Agreement for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid. We may also

charge You an administrative fee for the cancellation, not to exceed 10% of the provider fee.”

**Maine and Washington D.C.:** The following is added to Section 16(b) of the Agreement: “If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within forty-five days after Your return of the service contract to Us, a 10% penalty per month will be added to the applicable refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.” Section 16(c) of the Agreement is deleted in its entirety and replaced with the following: “If You terminate this Agreement within thirty (30) days from the purchase date after making a claim or terminate this Agreement after thirty (30) days from the purchase date, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price.”

**Maryland:** Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

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

**Minnesota:** Section 16(d) of the Agreement is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Agreement upon thirty (30) days written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be made upon at least five days written notice to You. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid; provided that 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 of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.”

**Nevada:** Section 16 is deleted in its entirety and replaced with the following: “You are entitled to a “Free Look” period for this Agreement. If You decide to cancel this Agreement within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Contract after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining. No cancellation of this Contract by Us may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to the following: (1) Unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Agreement, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or last renewed; (2) discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; or (3) an act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the

service contract and which substantially and materially increases the service required under the service contract. If We cancel this Agreement, You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed, and no deduction for claims paid will be applied. Section 15, Exclusions, contains exclusions and limitations to coverage but not reasons for which the Agreement itself may be cancelled. **No deductions of any type shall be made from any refund owed as a result of cancellation or buyout.**” If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within twenty-four (24) hours after You report Your claim. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov.

**New Hampshire:** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

**New Mexico:** The following is added to Section 16(b) of the Agreement: “If You cancel this Agreement during the Free Look Period and We do not provide the full refund within sixty days after Your return of the Agreement, a 10% penalty per month will be added to the unpaid refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.” Section 16(c) is deleted in its entirety and replaced with the following: “If You terminate this Agreement within thirty (30) days from the purchase date after making a claim or after thirty (30) days from the purchase date, You will receive a pro rata refund based on the time expired, less the cost of any claims made and a reasonable administrative fee, not to exceed 10% of the contract price.” Section 16(d) is deleted in its entirety and replaced with the following: “**We reserve the right to cancel this Agreement upon thirty (30) days written notice.** If We cancel the Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims made. No administrative fee will be imposed if We cancel the Agreement. If this Agreement has been in effect for at least seventy (70) days, We may not cancel this Agreement before the expiration of the agreed term or one year after this Agreement’s effective date, whichever occurs first, except for the following reasons: 1) Your failure to make full payment by the due date; 2) Your conviction of a crime that results in an increase in the service required under the Agreement; 3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service thereunder; or 4) discovery of an act or omission by You or a violation by You of any condition under this Agreement, if it occurred after the effective date of this Agreement and substantially and materially increased the service required under this Agreement.” If You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

**North Carolina:** The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this Agreement.

**New York and Washington:** The following paragraph is added to Section 16(b) of the Agreement: “If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within thirty days after Your return of the Agreement, a 10% penalty per month will be added to the refund. The right to void the Agreement during the Free Look Period is not transferable and applies only to the original contract purchaser.”

**Ohio:** Repairs cannot exceed the purchase price of the product; the total payment(s) for all claims under this Agreement shall not exceed the original retail price of the covered product(s).

**Oklahoma:** Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial-use references in a service warranty contract. This Agreement is not issued by the manufacturer or wholesaler company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. The Obligor is AIG Warranty Services of Florida, Inc., Oklahoma License No. 44200930. This Agreement is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 500 W. Madison St., Ste. 3000, Chicago, IL 60661. The term “etc.” is stricken from this Agreement. Section 16 of this Agreement is deleted in its entirety and replaced with the following: “You may cancel this Agreement for any reason at any time. To cancel, contact Your servicing dealer at the number shown on Your Certificate of Coverage or submit Your request to Us by phone at 1-866-816-2434 or in writing at Service Net Warranty, LLC, P.O. Box 1411, Jeffersonville, IN 47131-141. If You cancel this Agreement within the first thirty (30) days of receipt, You will receive a full refund. If You cancel this Agreement after thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel this Agreement, We will refund one- hundred percent (100%) of the unearned pro-rata premium.”

**Oregon:** The registration number for Service Net Warranty, LLC in Oregon is 1489.

**Rhode Island:** Claims may only be made directly against the Obligor identified in this Agreement. No claim may be made against any insurer identified in this Agreement.

**South Carolina:** In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Telephone #: (800) 768-3467.

**Tennessee:** This Contract is automatically extended while the product is being repaired.

**Texas:** A ten (10%) percent penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Agreement to Us. You may cancel this Agreement after the time periods above or after You have made a claim for service by returning the Agreement to the Administrator and receive a pro-rata refund of the Contract price less any claims that have been paid.

Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202 (in Texas). **The Provider is Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, Indiana 47130.**

**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 Property and Casualty Guarantee Association. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report Your claim by calling the number above. In the event an emergency repair is required outside of the Administrator's normal business hours, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Proof of loss should be furnished by You to Us 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. Section 16(d) is deleted in its entirety and replaced with the following: "We may cancel this Agreement during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Agreement during such time period for nonpayment 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 the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless 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."

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

**Washington:** Section 20 is deleted in its entirety and replaced with the following: "**This Agreement is not a contract of insurance**, but the obligations of the Obligor are secured by an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Agreement when sending correspondence to the Insurer."

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Section 16(c) is deleted in its entirety and replaced with the following: "If You cancel this Agreement within thirty (30) days from the date of purchase after making a claim or after thirty (30) days from the date of purchase, We will refund 100% of the unearned pro rata provider fee, less the

costs of any claims made and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." Section 16(d) is deleted in its entirety and replaced with the following: "We may only cancel this Agreement for nonpayment 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. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Agreement for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." The following is added to Section 16 of the Agreement: "In the event of total loss of covered property that is not covered by a replacement of the property under this Agreement, You may cancel this Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid." We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us. The "Subrogation" section does not apply to Wisconsin. The service contract provider is Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, Indiana 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.