Consumer Products Protection Plan

ORDER CONFIRMATION

Issued To:
<<First Last>>
<<Address1>>
<<Addres2>>
<<City State Zip>>

Seller:
<<Company Name>>
<<Address1>>
<<Address2>>
<<City State Zip>>

This Plan provides protection for the Covered Products. The enclosed terms and conditions provide details regarding coverage.

The following are the details regarding the Plan:

PLAN INFORMATION:

Plan #: [Plan Number]
Covered Product: [make, model]
Plan Price: [$.$$]
Service Fee: [N/A or $.$$ per claim]

PLAN TERM:

Purchase Date: [Date]
Term: [1/2/3/4 year]
Wait Period: [No]
Coverage Start Date: [Insert]
Coverage Expiration Date: [Insert]

COVERED BREAKDOWNS:

Mechanical/Electrical Failure: Yes
Food Spoilage: Included with freezer/refrigerator coverage only

Note: Please maintain Your Covered Product's original purchase receipt for future use. The original purchase receipts may be requested when You initiate a claim for validation and valuation purposes, as further explained in the terms and conditions.

The Obligor of this Plan is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, (800) 250-3819, except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, (800) 250-3819.

The Administrator of this Plan is Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, IN 47130, 866-528-7034.

Consumer Products Protection Plan

1. **INTRODUCTION.** These Consumer Products Protection Plan terms and conditions and Your Order Confirmation (collectively the "Plan") govern the service contract between You and Us on Your Covered Product, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand Your Plan's coverage.

   This Plan requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 11 for further information that affects Your legal rights.

2. **DEFINITIONS.** Under this Plan, the following terms have the meanings set forth below:

   (a) "Administrator" means Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, IN 47130, 866-528-7034.

   (b) "Coverage Expiration Date" means the date that the Term of this Plan ends, as listed on Your Order Confirmation, subject to prior termination or cancellation.

   (c) "Coverage Start Date" means the date You first become eligible for coverage under this Plan, as listed in Order Confirmation. If Your Plan includes a Wait Period, the Coverage Start Date is later than the Purchase Date.

   (d) "Covered Breakdown" is defined in Section 6(a).

   (e) "Covered Product" means the consumer appliance or product intended for use in Residential Property that is covered under this Plan. The Covered Product is listed on Your Order Confirmation.

   (f) "Obligor," "We," "Us," and "Our" mean AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.

   (g) "Order Confirmation" means the purchase confirmation email or document that You receive with this Plan that identifies the Covered Product, Purchase Date, Coverage Start Date, Coverage Expiration Date, Plan Price, Seller, and other important information applicable to this Plan.

   (h) "Plan" is defined in Section 1.

   (i) "Plan Price" means the total price that You paid for this Plan, as listed on Your Order Confirmation.

   (j) "Purchase Date" means the date that You purchased this Plan, as listed on Your Order Confirmation.

   (k) "Residential Property" includes single-family homes, townhomes, and condominiums and multi-family properties (e.g., duplex, triplex, etc.) and mobile homes attached to a permanent foundation. Residential Property does not include any properties listed on a historical register and any property used, in whole or in part, for business purposes, such as day cares, group homes, rest homes, churches, schools, and sororities and fraternities.

   (l) "Seller" means the entity that sold you this Plan, as identified on Your Order Confirmation.

   (m) "Service(s)" means the repair or reimbursement service benefit(s) that may be provided to You under this Plan for Covered Products, as further described in Section 6(b) below.

   (n) "Service Fee" means the non-refundable administrative fee that You are required to pay per claim, if any, prior to receiving Services under this Plan. If a Service Fee applies to Your Plan, it will be included on Your Order Confirmation.

   (o) "Term" is defined in Section 4.

   (p) "Wait Period" means the period from the Purchase Date until the Coverage Start Date, if any, where any losses and claims are ineligible for coverage. If a Wait Period applies to Your Plan, it will be included on Your

Order Confirmation.

(q) "You" and "Your" means the original purchaser of the Covered Product and this Plan or any valid transferee or assignee of the Plan owner.

3. **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 from Us, as applicable based on the purchase option You selected through Seller.

4. **COVERAGE TERM.**

(a) This Plan commences on the Purchase Date and remains in effect until the Coverage Expiration Date ("Term").

(b) If Your Plan includes a Wait Period, as indicated on Your Order Confirmation, **ANY LOSSES THAT OCCUR OR TAKE PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE**.

(c) The Plan Fee must be paid in accordance with Your payment schedule for You to remain eligible for coverage.

(d) If the Covered Product is being serviced when this Plan expires on the Coverage Expiration Date, coverage will be extended until the applicable Services are completed.

5. **ELIGIBILITY.**

(a) The Covered Product must be in good working order as of the Coverage Start Date and must be properly maintained and operated throughout the Term, in accordance with the manufacturer's instructions, to be eligible for coverage.

(b) The Covered Product must be purchased new to be eligible for coverage. **This Plan does not cover products that were originally purchased as used, refurbished, or remanufactured devices.**

(c) **This Plan does not cover pre-existing conditions, losses, or Covered Breakdowns that occurred prior to the Coverage Start Date.**

(d) The Covered Product will not be eligible for coverage if the serial or model numbers or labels have been removed, defaced, or made illegible.

(e) We may require You to provide Your Plan's Contract Number, Your Covered Product's original purchase receipt, and other relevant information to be eligible for coverage. Please keep these documents in a readily accessible location for future use.

(f) Your Plan payment(s) must be current to receive Service.

6. **COVERAGE.**

(a) Covered Breakdowns. Subject to this Plan's limitations and exclusions, We will provide eligible Services for Covered Product(s) upon the occurrence of breakdowns, failures, or damages which are expressly identified as covered on Your Order Confirmation ("Covered Breakdowns"). **For the avoidance of doubt, the below losses must be identified as covered on Your Order Confirmation to be eligible for Services as Covered Breakdowns**:

(i) Mechanical/Electrical Failures: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in materials or workmanship ("M/E Failure"). For clarity, a Covered Product fails to perform as the manufacturer intended when the Covered Product, under normal and intended use, fails to function substantially in accordance with the Covered Product's technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the Covered Product's purchase.

(ii) Food Spoilage: If Your Covered Product is a refrigerator or freezer and a covered M/E Failure causes food spoilage, We will reimburse You up to $200 for the applicable food spoilage. You are limited to

one covered food spoilage claim per Term.

(b) Services. Subject to this Plan's limitations and exclusions, if Your Covered Product experiences a Covered Breakdown, We will, at Our sole discretion, provide You with one or more of the following Services: (1) Repair the Covered Product (or pay for same); (2) reimburse You for the cost of the Covered Product, excluding sales tax and installation fees, as indicated on Your original purchase receipt; or (3) if no original purchase receipt is provided or available, reimburse You for the market value of Your Covered Product at the time of loss, excluding sales tax and installation fees, as reasonably determined in Our sole discretion. Service options that may be available for Your Covered Product are described in more detail below. The Administrator will inform You what type of Service Your Covered Product qualifies for when You file Your claim.

(i) In-Home Service.

1) We may send a third-party repair technician to Your home to provide diagnosis and repair services for Your Covered Product. Please ensure that an adult (18-years or older) is present at the time of the Service. The service contractor must have safe working conditions at and around the product or systems. Unsafe conditions include the presence of animals or insects in the work area, a threatening work environment, or the presence of bodily fluids on or near the product or system. The Covered Product must be made accessible to the technician to perform the necessary repairs. If the product or system is not accessible, the service contractor may decline to provide service or assess You an additional charge, at Your expense, for making the product or system accessible.

2) We must have the option to first attempt any covered repairs through Our network of third-party service providers. If We cannot perform repairs through our network for any reason, We may, at Our discretion, authorize or request that You hire an independent contractor to evaluate Your Covered Product. We will reimburse You for any covered repairs that are properly submitted to Us, subject to the limitations and conditions set forth in this Plan. You are also responsible for the following:

A. You must ensure that Your contractor is properly licensed and insured to perform the required repairs. If requested, You must provide Your contractor's proof of insurance and licensing.

B. Before You pay for any repairs, We highly recommend that You submit the diagnosis and repair estimate to Us for review to determine coverage eligibility. After the Covered Product is diagnosed and repair estimate submitted to Us, We may approve the use of Your contractor to complete any covered repairs. **If You pay for repairs before submitting the diagnosis to Us, You bear the risk of any costs that ultimately may not be covered by this Plan.**

C. You must provide Us with a paid itemized receipt, invoice, or statement within ninety (90) from receiving Our authorization to use a service provider of Your choosing. The invoice or statement must be printed on business stationery and include the name, address, and telephone number of Your contractor, as well as a complete description of all services provided and charges incurred. Invoices can be submitted using one of the below methods: Email: warranty-reimbursementrequest@aig.com; Fax: 866-211-8125; or Mail: AIG Attention: Claims Payable, 650 Missouri Avenue, Jeffersonville, IN 47130.

(ii) Reimbursement Service. Subject to the aggregate claim limits set forth in Section 6(d) below, We may reimburse You for the price You paid for the Covered Product, less taxes and installation fees, as indicated on Your sales receipt or order confirmation. At the Administrator's discretion, reimbursements may be in the form of a check, ACH payment, prepaid debit/credit cards, gift card, electronic payment, or other reasonable means of credit or reimbursement.

(c) Repair Parts/Replacement Products.

(i) Any repaired or replaced Covered Product that You receive under the Covered Product's applicable manufacturer or supplier warranty will continue to be eligible for coverage under this Plan.

(ii) At the Administrator's sole discretion, repair parts may be new, used, refurbished, non-original, or remanufactured and may not match the exact model or color as the original Covered Product.

(d) Service Fee. You must pay the Service Fee per claim, if any, prior to receiving any Services under this Plan. Any required Service Fee will be collected by the Administrator through a valid credit or debit card payment at the time of opening a Services claim. The Service Fee is non-refundable. Please refer to Your Order Confirmation to determine if a Service Fee applies to Your Plan.

(e) Limit of Liability. Our maximum, aggregate limit of liability for all covered claims during the Term will be the price You paid for the Covered Product at the time of purchase, as indicated on Your sales receipt or other sufficient proof of payment, less the costs of taxes and installation fees. If no sales receipt or other sufficient proof of payment for the Covered Product is provided or made available to Us, Our maximum, aggregate limit of liability for all covered claims will be the market value of Your Covered Product at the time of loss, excluding sales tax and installation fees, as reasonably determined in Our sole discretion. In addition, if Your Plan includes food spoilage coverage, We will provide coverage for one (1) food spoilage claim during the Term, not to exceed $200 in aggregate. All Our obligations under this Plan will be fulfilled when Our costs paid for Services, for both past and current claims, meet the aggregate limits set forth herein.

(f) Data & Software. You are responsible for the backup of all data on Your Covered Product before services are provided. We do not covenant, represent, or warrant that We will be able to service any Covered Product under this Plan without risk to or loss of programs or data on Your Covered Product. The contents of Your Covered Product may be deleted, or the hard drive or storage media reformatted, in the course of service. It is Your responsibility to back up the contents of Your hardware before services are performed and remove any data from parts or Covered Products returned to Us, including software, pictures, documents, videos, games, and music files. We are not responsible for any loss of Your data under any circumstance.

7. **HOW TO FILE A CLAIM.**

(a) To file a claim, log into Our claims portal at http://warrantyservices.serviceplans.com or call the Administrator at 866-528-7034. The Administrator will help evaluate the issue and provide You with instructions for filing a claim. Customer service agents will be available to answer Your calls between the hours of 8am to 8pm EST, Monday through Friday, and Saturday 9am to 5pm EST. After business hours and during the weekends, You may also leave a voice message describing Your claim, which We will respond to within 48 hours under normal circumstances.

(b) We reserve the right to inspect the Covered Product upon receipt or at the time of Service. We may request information such as the make and model of the Covered Product, serial number, or original purchase date of the Covered Product.

(c) Please note that the Administrator must authorize any repairs or reimbursements to be eligible for coverage. We may deny any claims or decline to reimburse You for any Covered Breakdowns where You fail to follow this Plan's claims procedures or to receive the Administrator's prior approval.

(d) All claims must be reported to Us within thirty (30) days from the Breakdown or failure and prior to this Plan's expiration or termination to be eligible for coverage.

8. EXCLUSIONS. The following is not covered under Your Plan:

(a) **Any cost recoverable under any other warranty, guarantee, or insurance policy, in which case, this Plan only provides secondary or excess coverage for Covered Breakdowns, including the cost of any applicable deductible;**

(b) **Products purchased "as-is" or without a manufacturer or supplier's written warranty, such as floor or demonstration models;**

(c) **Losses that are covered under or subject to a manufacturer's recall;**

(d) **Losses caused by Your failure to follow or adhere to the manufacturer's operation, care, and maintenance instructions, as outlined in the owner's manual;**

(e) **Any pre-existing conditions or damages that occurred prior to the Coverage Start Date;**

(f) **Unauthorized modifications, alterations, or enhancements to the Covered Product;**

(g) **Damages to nonfunctional or aesthetic parts, normal wear and tear, and cosmetic damage that does not impact the Covered Product's proper operation or functionality, including scratches, peeling, discoloration, stretching, dents, and chips;**

(h) **Any accessories that are not included in the Covered Product's original packaging;**

(i) **Installations, preventative cleaning, periodic checkups, and maintenance;**

(j) **Loss or damage caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner's manual or instructions;**

(k) **Loss or damage caused by intentional, willful, or reckless conduct or use;**

(l) Loss or damage that occurs while the Covered Product is being delivered or transported to or from You or while being delivered or transported to or from a carry-in service facility;

(m) **Incidental, consequential, or secondary damages, including loss of use, loss of profits, or any damages arising from delays in requesting or rendering Services under this Plan;**

(n) **Any third-party support services or software provided with the Covered Product; software or online service performance issues; and losses caused by third-party hardware, software, or accessory items;**

(o) **Any damage caused by unauthorized repairs or parts replacements;**

(p) **Loss or damage caused by external causes of any kind, including but not limited to war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, rust, corrosion, insects, pandemic, epidemic, acts of governments, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, or acts of God;**

(q) **Covered Products that are lost or stolen;**

(r) **Covered Products purchased outside of the United States;**

(s) **Covered Products used for commercial purposes;**

(t) **Products not intended for use in Residential Properties;**

(u) **Claims that are not reported to Us within thirty (30) days from the Breakdown or failure and prior to this Plan's expiration or termination date;**

(v) Covered Products that were originally purchased as used, refurbished, or remanufactured devices or where the manufacturer's original seal had been broken;

(w) 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 Covered Product as a result of any cause or loss other than Covered Breakdowns specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; and

(x) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within the Covered 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.

We shall not provide coverage and We 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.

9. **CANCELLATION**

(a) You may cancel this Plan for any reason and at any time by initiating a request with the Administrator at 866-528-7034.

(b) If You request to cancel this Plan within thirty (30) days from the Purchase Date without making any claims ("Free Look Period"), You will be refunded the full Plan Price.

(c) If You request to cancel this Plan within thirty (30) days from the Purchase Date after making a claim or after thirty (30) days from the Purchase Date, You will receive at least a pro-rata refund of the Plan Price based on the elapsed Term, less the costs of any Services or claims made.

(d) We may cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro rata refund of the Plan Price will be issued for the unexpired Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation.

(e) If this Plan was inadvertently sold to You on a product that was not intended to be covered by this Plan, We may cancel this Plan immediately upon notice and return the full Plan Price to You.

(f) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We may cancel this Plan immediately and without prior notice and 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.

(g) In the event of non-payment by You, We may cancel this Plan immediately.

10. **MISCELLANEOUS**

(a) Transferability. This Plan is not transferable or assignable by You to a new contract holder.

(b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

(c) Entire Agreement. This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.

(d) Independent Contractors. We are not a service provider, technician, or product retailer. Repair and replacement
services will be performed by independent, third-party contractors.

(e) Insurance Policy. This Plan is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within sixty (60) days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to

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 Plan when sending correspondence to the insurer.

(f) Privacy Policy. We respect Your privacy. For information on Our privacy policy, please visit https://www.aig.com/privacy-policy.

(g) Assignment. We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least thirty (30) days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.

(h) Changes to the Plan: WE MAY CHANGE THE PLAN PRICE, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

(i) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

(j) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

11. ARBITRATION AGREEMENT & CLASS ACTION WAIVER

READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS: ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRSENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan— whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for $10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

12. **STATE-SPECIFIC DISCLOSURES:**

Georgia, Hawaii, Maryland: The following statement is added to Section 9(b): "If You cancel Your Plan 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 Plan, 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."

Connecticut: If Your term of coverage is less than one (1) year, this Plan is automatically extended while the product is being repaired. You may cancel this Plan if You return the product or the product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes with You regarding this Plan, 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 Plan.

Georgia: Section 8(e) is deleted in its entirety and replaced with the following: "**ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT**." Sections 9(b) through (g) are replaced with the following: "If You request cancellation of the Plan within thirty (30) days from the Plan Purchase Date, You will be refunded the full Plan Price less claims paid. If You cancel the Plan after thirty (30) days from the Plan Purchase Date, You will be refunded the unearned pro-rata Plan Price less claims paid. We may only cancel this Plan 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 Plan, We will refund any unearned portion of the Plan price on a pro rata basis, less any claims paid. If a claim covered by this Plan 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 Plan 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. Arbitration is nonbinding in Georgia. For any claim that is not arbitrated or brought in small claims court, it will be resolved in a state or federal court with proper jurisdiction based on the county where the contract holder resides."

Indiana: Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

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.

New York: The following paragraph is added to Section 9(b): "If You cancel this Plan 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 Plan, a 10% penalty per month will be added to the refund. The right to void the Plan during the Free Look Period is not transferable and applies only to the original contract purchaser."

Oregon: AIG WarrantyGuard, Inc.'s license number in Oregon is 208059.

Utah: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association. 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 Plan does not invalidate or reduce a claim. Sections 9(d) through (g) are

replaced with the following: “We may cancel this Plan 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 Plan 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 Plan 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 Plan; or (c) substantial breaches of contractual duties, conditions, or warranties.”