

For Repair Plan Contracts

Click on the date range when you purchased your contract to view or print the detailed terms and conditions.

05/12/2017 – Present

11/15/2016 – 05/11/2017

01/01/2016 – 11/14/2016

For Replacement Plan Contracts

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This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AIGWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product(s) listed on the Certificate of Coverage, provided such service is necessitated by Product failure during normal usage. The Product(s) specified and covered includes only equipment as originally configured. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product(s).

Food Loss: You will be reimbursed for food losses resulting from the operational or mechanical failure of Your refrigerator or freezer up to \$250 per appliance over the life of the Service Contract.

2. TO OBTAIN SERVICE. If service is needed, prior authorization is required by contacting the toll free number shown on the front of this Contract, 24 hours a day, 7 days a week, and explain the problem.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A SIXTY (60) DAY WAIT PERIOD IS REQUIRED. CLAIMS OR LOSSES THAT OCCUR PRIOR TO OR DURING THE WAIT PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND ARE NOT COVERED BY YOUR CONTRACT.

4. AVAILABILITY OF SERVICE. Neither Us nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PRODUCT REPAIR PARTS. If the product or a unit, component, part or subassembly require repair, We may, at Our option and discretion, repair or exchange it with an comparable product, unit, component, part or subassembly that is new or refurbished. Genuine factory parts will be used whenever possible.

6. ACCESSIBILITY OF PRODUCT. If service is required, You agree to make the product reasonably accessible to the repair person. If the product is not accessible, the repair person will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

7. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 18. This Contract must be paid in full prior to services being rendered.

8. IMPORTANT NOTE. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the covered product(s) prior to coverage or during the coverage period. Model number, serial number and date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. This Contract must be paid in full prior to services being rendered.

9. TIME FOR SERVICE. Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating service provider. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

10. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) the repair of Your Product with new or refurbished parts, or (b) Exchange or Buyout Your Product as provided in Section 20. The decision to repair Your Product or Exchange or Buyout will be made solely by Us. If Your Product requires repair, service will be provided by an authorized service provider. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract.

Non-itemized billing statements will not be accepted.

11. SUBCONTRACTING. Service will be performed by an authorized service providers.

12. UNABLE TO REPAIR. If We determine that We are unable to repair Your Product or We determine that a replacement is necessary, We will Exchange or Buyout Your Product as provided in Section 20. In all cases where parts or technical information are on extended backorder for a minimum of forty-five (45) calendar days, We will determine if an Exchange or Buyout will be made. All contractual obligations for the specified Product are fulfilled, in lieu of repairs, upon Exchange or Buyout of Your Product.

13. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each Product repaired. No additional Service Fee will be required if same service performed on same Product within a 90 day period. We will collect Service Fee at the time of schedule service.

14. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

15. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

A. Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).

B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.

C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.

D. Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.

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

F. Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.

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

H. Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.

I. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

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

N. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.

O. Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".

P. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.

Q. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.

R. Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

T. Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.

U. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at your location.

V. Damage resulting from unauthorized repair; or electrical wiring

and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.

W. Appliances over 15 years of age.

X. Installation, removal, or reinstallation of any equipment or additional labor authorization.

Y. Products sold second hand including but not limited to floor models, rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer's warranty on your date of purchase).

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

AA. Product that has been leased to You.

BB. Parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered Product.

16. NO LEMON GUARANTEE. During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, for the same Product, and that same part requires repair under a fourth claim number, as determined by Us, We will Exchange Your Product as provided under Section 20. In the event a comparable replacement cannot be located, a Buyout as provided in Section 20 will be provided. This does not include repairs necessary during the manufacturer's warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous Service Contract terms, including previous or subsequent renewal contracts. Once you have received Your Product Exchange or Buyout, all of Our contractual obligations for the specified Product have been fulfilled.

17. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone by calling 1-866-265-0028 or by sending written notice of cancellation to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130 or by email to whirlpoolcancellations@sndirect.com.

18. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

19. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

20. EXCHANGE OR BUYOUT. We have the option, at Our sole discretion, to (a) Exchange Your Product with a replacement product with similar features and functionality, or (b) Buyout Your Product with a cash settlement based on the original purchase price of the covered Product, excluding taxes, delivery and installation fees. The value of the Exchange or Buyout will be determined according to the age of the covered Product using the following depreciation schedule:

Product Age	Reimbursement Amount
1-5 years (day 366-1825)	75% of Original purchase price of the covered Product
6-10 years (day 1826-3650)	45% of Original purchase price of the covered Product
11-15 years (day 3651-5475)	25% of Original purchase price of the covered Product

You have up to forty-five (45) days from the date of authorization to complete your Product Buyout transaction. We will have satisfied all contractual obligations owed for the specified Product if We Exchange or Buyout Your Product under this section. Technological advances may result in a replacement Product with a lower selling price than the original Product. If We Exchange or Buyout the Product, the covered Product becomes Our property and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. The Insurer and Obligor shall not be deemed to provide cover and the Insurer or 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 Insurer, 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.

21. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG, c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or e-mail address serviceplanadministrator@aig.com.

22. 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.

23. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, 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 an ongoing 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 Contract when sending correspondence to the Insurer.

24. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

25. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

26. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, 1-800-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract 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 Contract, 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN.

47130, 1-800-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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 may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

North Carolina Residents: The purchase of this Contract is not

required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Service Contract except for non-payment by You or for violation of any of the terms and conditions of this Contract.

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441. Oklahoma License Number 864265. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, (800)-250-3819.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441. The last sentence in the Termination For Other Cause section is replaced with; If We exercise this right, We shall refund to You the remaining days of coverage on a monthly prorated basis on the unearned portion of one hundred percent (100%) of the purchase price paid for this Contract minus claims paid.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. The language in Section 12 is being replaced with the following; We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract 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 this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. In addition to Section 1, 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option. The following replaces the second to last sentence in Section 17, Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled

to make a claim directly against the Insurance Company.

Virgin Island Residents: For customers residing in a US Territory, service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. (a)The provider shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (b), The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation, (c), If a service contract is cancelled

by the provider for a reason other than nonpayment of the provider fee or if You should cancel this contract anytime during the contract period or after a claim has been made, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. The Provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Wyoming Residents: Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AIGWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product(s) listed on the Certificate of Coverage, provided such service is necessitated by Product failure during normal usage. The Product(s) specified and covered includes only equipment as originally configured. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product(s).

Food Loss: You will be reimbursed for food losses resulting from the operational or mechanical failure of Your refrigerator or freezer up to \$250 per appliance over the life of the Service Contract.

2. TO OBTAIN SERVICE. If service is needed, prior authorization is required by contacting the toll free number shown on the front of this Contract, 24 hours a day, 7 days a week, and explain the problem.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A 30 DAY WAIT PERIOD IS REQUIRED. CLAIMS OR LOSSES THAT OCCUR PRIOR TO OR DURING THE WAIT PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND ARE NOT COVERED BY YOUR CONTRACT.

4. AVAILABILITY OF SERVICE. Neither Us nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PRODUCT REPAIR PARTS. If the product or a unit, component, part or subassembly require repair, We may, at Our option and discretion, repair or exchange it with an comparable product, unit, component, part or subassembly that is new or refurbished. Genuine factory parts will be used whenever possible.

6. ACCESSIBILITY OF PRODUCT. If service is required, You agree to make the product reasonably accessible to the repair person. If the product is not accessible, the repair person will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

7. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 18. This Contract must be paid in full prior to services being rendered.

8. IMPORTANT NOTE. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the covered product(s) prior to coverage or during the coverage period. Model number, serial number and date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. This Contract must be paid in full prior to services being rendered.

9. TIME FOR SERVICE. Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating service provider. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

10. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) the repair of Your Product with new or refurbished parts, or (b) Exchange or Buyout Your Product as provided in Section 20. The decision to repair Your Product or Exchange or Buyout will be made solely by Us. If Your Product requires repair, service will be provided by an authorized service provider. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your

original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

11. SUBCONTRACTING. Service will be performed by an authorized service providers.

12. UNABLE TO REPAIR. If We determine that We are unable to repair Your Product or We determine that a replacement is necessary, We will Exchange or Buyout Your Product as provided in Section 20. In all cases where parts or technical information are on extended backorder for a minimum of forty-five (45) calendar days, We will determine if an Exchange or Buyout will be made. All contractual obligations for the specified Product are fulfilled, in lieu of repairs, upon Exchange or Buyout of Your Product.

13. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each Product repaired. No additional Service Fee will be required if same service performed on same Product within a 90 day period. We will collect Service Fee at the time of schedule service.

14. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

15. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

A. Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).

B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.

C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.

D. Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.

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

F. Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.

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

H. Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.

I. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

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

N. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.

O. Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".

P. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.

Q. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.

R. Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

T. Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.

U. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or

labor covered under the manufacturer’s warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer’s recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at your location.

V. Damage resulting from unauthorized repair; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product’s owner’s manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.

W. Appliances over 15 years of age.

X. Installation, removal, or reinstallation of any equipment or additional labor authorization.

Y. Products sold second hand including but not limited to floor models, rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer’s warranty on your date of purchase).

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

AA. Product that has been leased to You.

BB. Parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered Product.

16. NO LEMON GUARANTEE. During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, for the same Product, and that same part requires repair under a fourth claim number, as determined by Us, We will Exchange Your Product as provided under Section 20. In the event a comparable replacement cannot be located, a Buyout as provided in Section 20 will be provided. This does not include repairs necessary during the manufacturer’s warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous Service Contract terms, including previous or subsequent renewal contracts. Once you have received Your Product Exchange or Buyout, all of Our contractual obligations for the specified Product have been fulfilled.

17. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone within 48 hours by calling 1-866-265-0028. After 48 hours, Contract must be canceled in writing by mailing to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130.

18. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

19. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

20. EXCHANGE OR BUYOUT. We have the option, at Our sole discretion, to (a) Exchange Your Product with a replacement product with similar features and functionality, or (b) Buyout Your Product with a cash settlement based on the original purchase price of the covered Product, excluding taxes, delivery and installation fees. The value of the Exchange or Buyout will be determined according to the age of the covered Product using the following depreciation schedule:

Product Age	Reimbursement Amount
1-5 years (day 366-1825)	75% of Original purchase price of the covered Product
6-10 years (day 1826-3650)	45% of Original purchase price of the covered Product
11-15 years (day 3651-5475)	25% of Original purchase price of the covered Product

You have up to forty-five (45) days from the date of authorization to complete your Product Buyout transaction. We will have satisfied all contractual obligations owed for the specified Product if We Exchange or Buyout Your Product under this section. Technological advances may result in a replacement Product with a lower selling price than the original Product. If We Exchange or Buyout the Product, the covered Product becomes Our property and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. The Insurer and Obligor shall not be deemed to provide cover and the Insurer or 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 Insurer, 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.

21. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG, c/o P.O.

Box 1411, Jeffersonville, IN 47131-1411 or e-mail address serviceplanadministrator@aig.com.

22. 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.

23. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, 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 an ongoing concern, You may make a claim directly to the insurance company. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

24. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

25. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

26. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer’s parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, 1-800-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or

destroyed. Resolution of Disputes: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, 1-800-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section's, reverse, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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 may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of

these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

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

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441. Oklahoma License Number 864265. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, (800)-250-3819.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, telephone number 1-800-343-4441.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract 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 this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option.

Virgin Island Residents: For customers residing in a US Territory,

service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. 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 provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (a), The notice under par. (b) shall state the effective date of the cancellation and the reason for the

cancellation, (c), If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred (100%) percent of the unearned pro-rata provider fee, less any claims paid. In the event of a total loss of property, You can cancel this contract and receive a pro-rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Wyoming Residents: Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AIGWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product(s) listed on the Certificate of Coverage, provided such service is necessitated by Product failure during normal usage. The Product(s) specified and covered includes only equipment as originally configured. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product(s).

Food Loss: You will be reimbursed for food losses resulting from the operational or mechanical failure of Your refrigerator or freezer up to \$250 per appliance over the life of the Service Contract.

2. TO OBTAIN SERVICE. If service is needed, prior authorization is required by contacting the toll free number shown on the front of this Contract, 24 hours a day, 7 days a week, and explain the problem.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A 30 DAY WAIT PERIOD IS REQUIRED.

4. AVAILABILITY OF SERVICE. Neither Us nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PRODUCT REPAIR PARTS. If the product or a unit, component, part or subassembly require repair, We may, at Our option and discretion, repair or exchange it with an comparable product, unit, component, part or subassembly that is new or refurbished. Genuine factory parts will be used whenever possible.

6. ACCESSIBILITY OF PRODUCT. If service is required, You agree to make the product reasonably accessible to the repair person. If the product is not accessible, the repair person will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

7. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 18. This Contract must be paid in full prior to services being rendered.

8. IMPORTANT NOTE. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the covered product(s) prior to coverage or during the coverage period. Model number, serial number and date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. This Contract must be paid in full prior to services being rendered.

9. TIME FOR SERVICE. Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating service provider. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

10. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) the repair of Your Product with new or refurbished parts, or (b) Exchange or Buyout Your Product as provided in Section 20. The decision to repair Your Product or Exchange or Buyout will be made solely by Us. If Your Product requires repair, service will be provided by an authorized service provider. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

11. SUBCONTRACTING. Service will be performed by an authorized service providers.

12. UNABLE TO REPAIR. If We determine that We are unable to repair Your Product due to the unavailability of functional parts

or service, We will Exchange or Buyout Your Product as provided in Section 20. In all cases where parts or technical information are on extended backorder for a minimum of forty-five (45) calendar days, We will determine if an Exchange or Buyout will be made. All contractual obligations for the specified Product are fulfilled, in lieu of repairs, upon Exchange or Buyout of Your Product.

13. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each Product repaired. No additional Service Fee will be required if same service performed on same Product within a 90 day period. We will collect Service Fee at the time of schedule service.

14. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

15. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

A. Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).

B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.

C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.

D. Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.

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

F. Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.

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

H. Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.

I. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

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

N. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.

O. Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".

P. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.

Q. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.

R. Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

T. Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.

U. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at your location.

V. Damage resulting from unauthorized repair; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse

whether willful or not.

W. Appliances over 15 years of age.

X. Installation, removal, or reinstallation of any equipment or additional labor authorization.

Y. Products sold second hand including but not limited to floor models, rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer's warranty on your date of purchase).

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

AA. Product that has been leased to You.

BB. Parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered Product.

16. NO LEMON GUARANTEE. During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, for the same Product, and that same part requires repair under a fourth claim number, as determined by Us, We will Exchange Your Product as provided under Section 20. In the event a comparable replacement cannot be located, a Buyout as provided in Section 20 will be provided. This does not include repairs necessary during the manufacturer's warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous Service Contract terms, including previous or subsequent renewal contracts. Once you have received Your Product Exchange or Buyout, all of Our contractual obligations for the specified Product have been fulfilled.

17. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone within 48 hours by calling 1-866-265-0028. After 48 hours, Contract must be canceled in writing by mailing to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130.

18. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

19. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

20. EXCHANGE OR BUYOUT. We have the option, at Our sole discretion, to (a) Exchange Your Product with a replacement product with similar features and functionality, or (b) Buyout Your Product with a cash settlement based on the original purchase price of the covered Product, excluding taxes, delivery and installation fees. The value of the Exchange or Buyout will be determined according to the age of the covered Product using the following depreciation schedule:

Product Age	Reimbursement Amount
1-5 years	75% of Original purchase price of the covered Product
6-10 years	45% of Original purchase price of the covered Product
11-15 years	25% of Original purchase price of the covered Product

You have up to forty-five (45) days from the date of authorization to complete your Product Buyout transaction. We will have satisfied all contractual obligations owed for the specified Product if We Exchange or Buyout Your Product under this section. Technological advances may result in a replacement Product with a lower selling price than the original Product. If We Exchange or Buyout the Product, the covered Product becomes Our property and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. The Insurer and Obligor shall not be deemed to provide cover and the Insurer or 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 Insurer, 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.

21. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG, c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or e-mail address serviceplanadministrator@aig.com.

22. 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.

23. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing

to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, 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 an ongoing concern, You may make a claim directly to the insurance company. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

24. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

25. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

26. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, 1-800-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. Informal dispute resolution is not available under this Contract. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN, 47130, 1-800-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section's, reverse, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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, less a cancellation fee of twenty-five (\$25) dollars or ten (10%) percent of the Contract fee, whichever is less. No cancellation of this Contract may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

North Carolina Residents: The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Service Contract

except for non-payment by You or for violation of any of the terms and conditions of this Contract.

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, 1-800-343-4441. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, telephone number 1-800-343-4441.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract 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 this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option.

Virgin Island Residents: For customers residing in a US Territory, service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the

effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. 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 provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (a), The notice under par. (b) shall state the effective date of the cancellation and the reason for the cancellation, (c), If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred (100%) percent of the unearned pro-rata provider fee, less any claims paid. In the event of a total loss of property, You can cancel this contract and receive a pro-rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service

Contract Provider is AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. **Wyoming Residents:** Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. This replacement plan protects against operational or mechanical failure of the covered Product listed on the Certificate of Coverage if the failure occurs during normal usage. In the event of a covered failure we will replace the original purchased Product with a new or refurbished unit, or refund You the purchase price of the Product, minus tax, provided such action is authorized and necessitated by operational or mechanical failure during normal usage. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product. This replacement plan protects against operational or mechanical failure of a covered Product if a failure occurs.

2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT.

- You must obtain authorization prior to the receipt of a replacement Product.
- Call the toll free number listed on the Certificate of Coverage.
- Have this Contract, Your Certificate number, and the original Product receipt available.
- Instructions on obtaining replacement will be given.
- Once authorization is obtained You may be required, at Our expense, to return the Product to the Manufacturer.
- This Product is not to be taken to the Retailer or Dealer.
- All contractual obligations are considered fulfilled upon Product replacement, Buyout or Contract term expiration.
- We reserve the right to replace the Product with a remanufactured or refurbished Product.
- The replacement Product will be shipped to You at no cost.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A SIXTY (60) DAY WAIT PERIOD IS REQUIRED. CLAIMS OR LOSSES THAT OCCUR PRIOR TO OR DURING THE WAIT PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND ARE NOT COVERED BY YOUR CONTRACT.

4. AVAILABILITY OF SERVICE. Neither Us, nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 13.

6. IMPORTANT NOTE. This Contract must be paid in full prior to services being rendered.

7. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) replace Your Product with a new or a refurbished Product with comparable specifications, or (b) Buyout Your Contract for the lesser of the current market value of a product with comparable specifications or the retail price paid for Your Product, minus sales tax, delivery, and installation. The decision to replace or Buyout will be made solely by Us. Technological advances may result in a replacement product with a lower selling price than the original Product. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

8. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage, You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each product repaired. No additional Service Fee would be required if same service performed on same product within a ninety (90) day period. We will collect the Service Fee at the time of the scheduled service.

9. LIMIT OF LIABILITY. Maximum liability under this Contract shall be the cost of: (I) one replacement with a Product of comparable specifications or (II) reimbursement of the retail price paid for the Product, minus the sales tax, delivery and installation fees. This Contract provides for only the one-time replacement of the Product with another Product of comparable specifications. This Contract will expire at the time of this replacement or reimbursement for replacement of Product. We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense. We reserve the right to replace the Product with a remanufactured or refurbished Product. The Insurer and Obligor shall not be deemed to

provide coverage and the Insurer or 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 Insurer, 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.

10. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

11. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

- A.** Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).
- B.** Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.
- C.** Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- D.** Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.
- E.** Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- F.** Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.
- G.** Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items.
- H.** Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.
- I.** Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.
- K.** Damages caused by delays in shipping the Replacement Product to You or loss of use during the period that You are awaiting the Replacement Product.
- L.** Damage or failure caused by animals or insects.
- M.** Damage or failure caused by bodily fluids, including but not limited to urine and vomit.
- N.** Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.
- O.** Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".
- P.** Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.
- Q.** Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- R.** Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.
- S.** Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- T.** Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
- U.** Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at Your location.
- V.** Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.
- W.** Appliances over 10 years of age.
- X.** Installation, removal, or reinstallation of any equipment or additional labor authorization
- Y.** Products sold second hand including but not limited to floor models, rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer's warranty on Your date of purchase).
- Z.** Parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered product.

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

BB. Product that has been leased to You.

12. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone by calling 1-866-265-0028, or by sending written cancellation to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130 or by email to whirlpoolcancellations@sndirect.com.

13. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

14. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

15. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or by emailing serviceplanadministrator@aig.com.

16. 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.

17. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, (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 an ongoing 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 Contract when sending correspondence to the Insurer.

18. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

19. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

20. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use

or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract 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 Contract, 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, 1-800-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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 may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

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

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441. Oklahoma License Number 864265. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, (800)-250-3819.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441. The last sentence in the Termination For Other Cause section is replaced with; If We exercise this right, We shall refund to You the remaining days of coverage on a monthly prorated basis on the unearned portion of one hundred percent (100%) of the purchase price paid for this Contract minus claims paid.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. The language in Section 12 is being replaced with the following; We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract 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 this Contact by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk

assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following; (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. In addition to Section 1, 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option. The following replaces the second to last sentence in Section 17, Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company.

Virgin Island Residents: For customers residing in a US Territory, service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. (a) The provider shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (b), The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation, (c), If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee or if You should cancel this contract anytime during the contract period or after a claim has been made, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. The Provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Wyoming Residents: Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. This replacement plan protects against operational or mechanical failure of the covered Product listed on the Certificate of Coverage if the failure occurs during normal usage. In the event of a covered failure we will replace the original purchased Product with a new or refurbished unit, or refund You the purchase price of the Product, minus tax, provided such action is authorized and necessitated by operational or mechanical failure during normal usage. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product. This replacement plan protects against operational or mechanical failure of a covered Product if a failure occurs.

2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT.

- You must obtain authorization prior to the receipt of a replacement Product.
- Call the toll free number listed on the Certificate of Coverage.
- Have this Contract, Your Certificate number, and the original Product receipt available.
- Instructions on obtaining replacement will be given.
- Once authorization is obtained You may be required, at Our expense, to return the Product to the Manufacturer.
- This Product is not to be taken to the Retailer or Dealer.
- All contractual obligations are considered fulfilled upon Product replacement, Buyout or Contract term expiration.
- We reserve the right to replace the Product with a remanufactured or refurbished Product.
- The replacement Product will be shipped to You at no cost.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A THIRTY (30) DAY WAIT PERIOD IS REQUIRED. CLAIMS OR LOSSES THAT OCCUR PRIOR TO OR DURING THE WAIT PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND ARE NOT COVERED BY YOUR CONTRACT.

4. AVAILABILITY OF SERVICE. Neither Us, nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 13.

6. IMPORTANT NOTE. This Contract must be paid in full prior to services being rendered.

7. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) replace Your Product with a new or a refurbished Product with comparable specifications, or (b) Buyout Your Contract for the lesser of the current market value of a product with comparable specifications or the retail price paid for Your Product, minus sales tax, delivery, and installation. The decision to replace or Buyout will be made solely by Us. Technological advances may result in a replacement product with a lower selling price than the original Product. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

8. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage, You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each product repaired. No additional Service Fee would be required if same service performed on same product within a ninety (90) day period. We will collect the Service Fee at the time of the scheduled service.

9. LIMIT OF LIABILITY. Maximum liability under this Contract shall be the cost of: (I) one replacement with a Product of comparable specifications or (II) reimbursement of the retail price paid for the Product, minus the sales tax, delivery and installation fees. This Contract provides for only the one-time replacement of the Product with another Product of comparable specifications. This Contract will expire at the time of this replacement or reimbursement for replacement of Product. We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense. We reserve the right to replace the Product with a remanufactured or

refurbished Product. The Insurer and Obligor shall not be deemed to provide coverage and the Insurer or 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 Insurer, 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.

10. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

11. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

- A.** Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).
- B.** Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.
- C.** Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- D.** Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.
- E.** Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- F.** Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.
- G.** Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items.
- H.** Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.
- I.** Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.
- K.** Damages caused by delays in shipping the Replacement Product to You or loss of use during the period that You are awaiting the Replacement Product.
- L.** Damage or failure caused by animals or insects.
- M.** Damage or failure caused by bodily fluids, including but not limited to urine and vomit.
- N.** Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.
- O.** Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".
- P.** Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.
- Q.** Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- R.** Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.
- S.** Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- T.** Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
- U.** Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at Your location.
- V.** Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.
- W.** Appliances over 10 years of age.
- X.** Installation, removal, or reinstallation of any equipment or additional labor authorization
- Y.** Products sold second hand including but not limited to floor models,

rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer's warranty on Your date of purchase).

Z. Parts or accessories that are used in conjunction with product specified under this Contract that enhances the performance of the covered product.

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

BB. Product that has been leased to You.

12. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone within 48 hours by calling 1-866-265-0028. After 48 hours, Contract must be canceled in writing by mailing to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130.

13. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

14. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

15. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or by emailing serviceplanadministrator@aig.com.

16. 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.

17. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, (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 an ongoing concern, You may make a claim directly to the insurance company. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

18. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

19. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

20. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this

Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section's, reverse, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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 may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties

remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

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

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441. Oklahoma License Number 864265. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, (800)-250-3819.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract 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 this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties.

The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option.

Virgin Island Residents: For customers residing in a US Territory, service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. 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 provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (a), The notice under par. (b) shall state the effective date of the cancellation and the reason for the cancellation, (c), If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred (100%) percent of the unearned pro-rata provider fee, less any claims paid. In the event of a total loss of property, You can cancel this contract and receive a pro-rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Wyoming Residents: Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. AIG WarrantyGuard, Inc. ("AWG") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. AWG, (800)-343-4441 and AWSF, (800)-250-3819 can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130. AWG and AWSF collectively referred to as AIG.

1. WHAT IS COVERED. This replacement plan protects against operational or mechanical failure of the covered Product listed on the Certificate of Coverage if the failure occurs during normal usage. In the event of a covered failure we will replace the original purchased Product with a new or refurbished unit, or refund You the purchase price of the Product, minus tax, provided such action is authorized and necessitated by operational or mechanical failure during normal usage. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product. This replacement plan protects against operational or mechanical failure of a covered Product if a failure occurs.

2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT.

- You must obtain authorization prior to the receipt of a replacement Product.
- Call the toll free number listed on the Certificate of Coverage.
- Have this Contract, Your Certificate number, and the original Product receipt available.
- Instructions on obtaining replacement will be given.
- Once authorization is obtained You may be required, at Our expense, to return the Product to the Manufacturer.
- This Product is not to be taken to the Retailer or Dealer.
- All contractual obligations are considered fulfilled upon Product replacement, Buyout or Contract term expiration.
- We reserve the right to replace the Product with a remanufactured or refurbished Product.
- The replacement Product will be shipped to You at no cost.

3. WAIT PERIOD. NO WAIT PERIOD IS REQUIRED IF THE COVERED PRODUCT IS UNDER MANUFACTURER'S WARRANTY OR UNDER THE COVERAGE OF ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE THIS CONTRACT IS PURCHASED. IF THE MANUFACTURER'S WARRANTY OR OTHER EXTENDED SERVICE CONTRACT HAS ENDED BEFORE THE PURCHASE DATE OF THIS CONTRACT, A THIRTY (30) DAY WAIT PERIOD IS REQUIRED.

4. AVAILABILITY OF SERVICE. Neither Us, nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

5. PARTIAL PAY PLANS. Partial Pay Plans are defined as fixed term Plans not paid in full at the time of initial purchase. For Partial Pay Plans, if payment is not received by the specified date(s), Your Contract will be suspended until payment is received and is subject to cancellation as provided in Section 13.

6. IMPORTANT NOTE. This Contract must be paid in full prior to services being rendered.

7. SERVICE EVENT. After We authorize Your claim, We will at Our option complete the lesser of (a) replace Your Product with a new or a refurbished Product with comparable specifications, or (b) Buyout Your Contract for the lesser of the current market value of a product with comparable specifications or the retail price paid for Your Product, minus sales tax, delivery, and installation. The decision to replace or Buyout will be made solely by Us. Technological advances may result in a replacement product with a lower selling price than the original Product. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

8. SERVICE FEE. If this is a Service Fee plan, as identified on the Certificate of Coverage, You must pay the Service Fee amount for each service call per Product referenced on the Certificate of Coverage. The Service Fee is for each occurrence where We approved the service appointment. A separate Service Fee is required for each product repaired. No additional Service Fee would be required if same service performed on same product within a ninety (90) day period. We will collect the Service Fee at the time of the scheduled service.

9. LIMIT OF LIABILITY. Maximum liability under this Contract shall be the cost of: (I) one replacement with a Product of comparable specifications or (II) reimbursement of the retail price paid for the Product, minus the sales tax, delivery and installation fees. This Contract provides for only the one-time replacement of the Product with another Product of comparable specifications. This Contract will expire at the time of this replacement or reimbursement for replacement of Product. We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense. We reserve the right to replace the Product with a remanufactured or refurbished Product. The Insurer and Obligor shall not be deemed to provide coverage and the Insurer or 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 Insurer, 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.

10. RENEWABILITY. This Contract is renewable at Our sole discretion. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

11. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

- A.** Any product located or manufactured for use outside the continental United States, Alaska or Hawaii (US Only).
- B.** Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.
- C.** Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- D.** Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.
- E.** Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- F.** Products used in a commercial environment, which is defined as nonresidential, multiuser, communal or industrial use. Equipment used in recreational vehicles, boats, group homes, animal shelters, donated product or not for profit environments is not covered.
- G.** Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items.
- H.** Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: For Appliances: belts and bags, drip pans or grates, light bulbs, lamps, filters, remotes and batteries.
- I.** Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, 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 as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.
- K.** Damages caused by delays in shipping the Replacement Product to You or loss of use during the period that You are awaiting the Replacement Product.
- L.** Damage or failure caused by animals or insects.
- M.** Damage or failure caused by bodily fluids, including but not limited to urine and vomit.
- N.** Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.
- O.** Refurbished equipment, equipment sold without a manufacturer's warranty or sold "as is".
- P.** Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, and cleanings.
- Q.** Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- R.** Pre-existing conditions, incurred prior to the effective date of coverage, and known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.
- S.** Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- T.** Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
- U.** Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at Your location.
- V.** Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.
- W.** Appliances over 10 years of age.
- X.** Installation, removal, or reinstallation of any equipment or additional labor authorization
- Y.** Products sold second hand including but not limited to floor models, rent to own, eBay, garage sale, estate sale, demonstration models, etc. (unless covered by a full manufacturer's warranty on Your date of purchase).
- Z.** Parts or accessories that are used in conjunction with product

specified under this Contract that enhances the performance of the covered product.

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

BB. Product that has been leased to You.

12. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer or We are obligated to renew this Contract beyond the current term. You may cancel this Contract via phone within 48 hours by calling 1-866-265-0028. After 48 hours, Contract must be canceled in writing by mailing to Whirlpool Cancellations, 650 Missouri Ave, Jeffersonville, IN 47130.

13. CANCELLATION FOR NONPAYMENT. If any payment is not made when due, We have the right to terminate this Contract without liability.

14. TERMINATION FOR OTHER CAUSE. Any attempts by You to repair or alter the Product, without prior authorization by Us may, at our discretion, result in the termination of this Contract without liability. If We exercise this right, We shall refund to You the remaining pro-rata unearned portion of one hundred percent (100%) of the net purchase price paid for this Contract, minus claims paid.

15. TRANSFERABILITY. You may transfer this Contract to any person by sending written notice to: AIG c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or by emailing serviceplanadministrator@aig.com.

16. 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.

17. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, (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 an ongoing concern, You may make a claim directly to the insurance company. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

18. ENTIRE CONTRACT. This is the entire Contract and no other oral modifications are valid.

19. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

20. STATE VARIATIONS. Certain states have specific conditions; conditions listed below apply to You.

Alabama Residents: The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro-rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona Residents: The Cancellation and Refund section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro-rata refund

after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract 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. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, (800)-343-4441.

California Residents: If You cancel this Contract within sixty (60) 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 sixty (60) 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. Informal dispute resolution is not available under this Contract. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: 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 Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441.

Florida Residents: If You cancel this Contract, 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. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten (10%) percent per month penalty. This Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section's, reverse, is subject to a cancellation fee equal to the lesser of ten (10%) percent of the price of the contract or fifty (\$50) dollars. The obligor, AIGWG is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

New Mexico Residents: You may return this service contract within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A ten (10%) percent penalty per month will be added to a refund that is not made within sixty (60) days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent 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, less a cancellation fee of twenty-five (\$25) dollars or ten (10%) percent of the Contract fee, whichever is less. No cancellation of this Contract may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation

refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract 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; (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 Contract 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. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. 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. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New York Residents: You may return this Contract by mailing it to the attention of the Administrator, AIGWG 650 c/o 650 Missouri Ave., Jeffersonville, IN 47130. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

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

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

Oklahoma Residents: This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund section: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130, 1-800-343-4441. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract.

Oregon Residents: The Obligor and Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN. 47130, (800)-343-4441.

Rhode Island Residents: Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

South Carolina Residents: This Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 1-803-737-6180.

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract 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 AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also

cancel this Contract 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 this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. 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 listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option.

Virgin Island Residents: For customers residing in a US Territory, service can only be rendered at a US depot facility. AIGWG will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

Vermont Residents: If no claim has been made under this Contract, You may return the Contract within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Contract.

Washington Residents: This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten (10%) percent penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. 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 provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider, (a), The notice under par. (b) shall state the effective date of the cancellation and the reason for the cancellation, (c), If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred (100%) percent of the unearned pro-rata provider fee, less any claims paid. In the event of a total loss of property, You can cancel this contract and receive a pro-rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Wyoming Residents: Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.