## **State Variations**

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 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 Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN 47130, Telephone number 1-800-343-4441.

**California Residents:** If You cancel this Contract within 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 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 Service Net Warranty, LLC located at 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 Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN. 47130, Telephone number 1-800-343-4441.

**Florida Residents:** If You cancel this Contract, return of premium will be based upon ninety percent (90%) 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 percent (100%) 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 nonpayment 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 percent (10%) 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, reverse, is subject to a cancellation fee equal to the lesser of ten percent (10%) of the price of the contract or fifty (\$50) dollars. The obligor, Service Net Warranty, LLC, is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

**Indiana Residents:** Proof of payment for this Contract constitutes proof of payment to the insurer identified in the Coverage and Term section, reverse, for reimbursement insurance coverage specified in that section.

**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 20 days of the date this service contract was mailed to You, or within 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 10% penalty per month will be added to a refund that is not made within 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 percent (100%) refund of any fees paid. If You cancel this Contract after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) 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 45 days of Your written request We will pay You a penalty of ten percent (10%) 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 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. The Novation Section does not apply to You, the obligations under this contract may not be assigned to a different provider or insurer, other than those listed.

**New York Residents:** You may return this Contract by mailing it to the attention of the Administrator at the address listed on the back of this contract. A ten percent (10%) 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 language on the reverse side: 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. The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. Oklahoma service warranty Statutes do not apply to commercial use. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, Telephone 1-800-250-3819. The term "etc..." is stricken from this contract.

**Oregon Residents:** The Obligor and Administrator is Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN. 47130, Telephone number 1-800-343-4441.

**Puerto Rico Residents: REFUND.** If You disagree with this Contract, You will have a period no longer than ten (10) days from the issue date of this Contract or in the case that this Contract was sent by mail, You will have a period no longer than twenty (20) days from the mailing date to return it. Provided that You exercise such right, and has not presented any claim under the service contract, it shall be null and We will reimburse or credit the complete fee corresponding to the service contract. In case We fail to return the reimbursement within a thirty (30) days period, a ten (10) percent monthly over the above referred reimbursement will be added to any reimbursement of credit required under this clause.

**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 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 Service Net, 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 (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. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report your claim by calling the number above. 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. Service Net Warranty, LLC, 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 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 percent (10%) 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, (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, the provider shall refund to the service contract holder 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 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, 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.