COMFORTSHIELD US – SERVICE CONTRACT

This Service Contract, together with Your Certificate of Coverage and any state-specific amendments, sets forth the entire agreement (“Agreement”) between You and Us. Throughout this Agreement, “You” and “Your” mean the contract holder listed on the Certificate of Coverage. In all U.S. states and D.C., “We,” “Us,” “Our,” and “the Company” refer to Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, Indiana 47130, Phone # 800-343-4441 (“Service Net”); except in Florida and Oklahoma, where they mean AIG Warranty Services of Florida, Inc., 500 West Madison, Suite 3000, Chicago, IL 60606-6613, Phone # 800-250-3819 (“AIG”), and in California where they mean the Service Provider (as defined below). “Administrator” means Service Net Warranty, LLC.

1. WHAT IS COVERED.

Depending on the type of coverage purchased, as shown on Your Certificate of Coverage and further explained below, We will furnish certain labor, parts, parts labor, or replacement equipment (or pay for same) necessary to repair operational or nonoperational malfunctions in the Product that are not excluded by Section 11 of this Agreement. (“Product”). Provided such repair is necessitated by Product failure during normal usage. The Product includes equipment only as originally configured and parts and accessories that are necessary to the Product’s functionality (unless excluded in Section 15 below). Refer to the underlying wholesale or retail purchase contract for coverage by either the manufacturer or the aftermarket supplier. Any other costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

(a) LABOR PLUS. If You purchased “labor plus” coverage, as shown on Your Certificate of Coverage, We will repair or replace the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If We determine that a claim results from a defect in materials or workmanship, We will be responsible for repairing or replacing the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If You request service calls for a non-covered repair or where a “no fault found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the Service Provider for an onsite repair, You must call to cancel the appointment and the remaining prorated time on Your Service Provider's labor and materials will be applied against the remaining credit balance. If You do not cancel Your appointment, the Service Provider will charge the applicable charges for traveling time. Additional costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

(b) PARTS AND LABOR PLUS. If You purchased “parts plus” labor plus” coverage, as shown on Your Certificate of Coverage, We will repair or replace the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If You request service calls for a non-covered repair or where a “no fault found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the Service Provider for an onsite repair, You must call to cancel the appointment and the remaining prorated time on Your Service Provider's labor and materials will be applied against the remaining credit balance. If You do not cancel Your appointment, the Service Provider will charge the applicable charges for traveling time. Additional costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

2. ELIGIBILITY.

This Agreement may be purchased within sixty (60) months from the original Product installation date. To be eligible for coverage, the Product must be in good working order at the time of this Agreement’s purchase. If We determine that a claim results from a pre-existing condition, We may deny payment of that claim. If the inspection report documenting the pre-existing condition is incorrect, We may deny coverage under this Agreement. We reserve the right to inspect Your Product or request installation documentation at any time to determine coverage eligibility.

3. WAIT PERIOD.

CUSTOMERS WILL BE SUBJECT TO A NINETY (90) DAY WAIT PERIOD FROM THIS AGREEMENT’S PURCHASE DATE BEFORE THE PRODUCT BECOMES ELIGIBLE FOR COVERAGE (“WAIT PERIOD”). THIS CONTRACT DOES NOT COVER LOSSES THAT OCCUR PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE WAIT PERIOD.

4. ANNUAL MAINTENANCE.

It is recommended that all Products covered by this Agreement are maintained as specified by the manufacturer. You are responsible for scheduling maintenance and service Your Product. Prior to any repair or replacements being explained below, We will furnish certain labor, parts, parts labor, or replacement equipment (or pay for same) necessary to repair operational or nonoperational malfunctions in the Product that are not excluded by Section 11 of this Agreement. (“Product”). Provided such repair is necessitated by Product failure during normal usage. The Product includes equipment only as originally configured and parts and accessories that are necessary to the Product’s functionality (unless excluded in Section 15 below). Refer to the underlying wholesale or retail purchase contract for coverage by either the manufacturer or the aftermarket supplier. Any other costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

(a) LABOR PLUS. If You purchased “labor plus” coverage, as shown on Your Certificate of Coverage, We will repair or replace the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If We determine that a claim results from a defect in materials or workmanship, We will be responsible for repairing or replacing the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If You request service calls for a non-covered repair or where a “no fault found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the Service Provider for an onsite repair, You must call to cancel the appointment and the remaining prorated time on Your Service Provider's labor and materials will be applied against the remaining credit balance. If You do not cancel Your appointment, the Service Provider will charge the applicable charges for traveling time. Additional costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

(b) PARTS AND LABOR PLUS. If You purchased “parts plus” labor plus” coverage, as shown on Your Certificate of Coverage, We will repair or replace the Product, parts, and parts labor, as applicable, to the Product’s functionality (unless excluded in Section 15 below). If You request service calls for a non-covered repair or where a “no fault found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the Service Provider for an onsite repair, You must call to cancel the appointment and the remaining prorated time on Your Service Provider's labor and materials will be applied against the remaining credit balance. If You do not cancel Your appointment, the Service Provider will charge the applicable charges for traveling time. Additional costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

7. PLACE OF SERVICE.

Onsite service will be provided at the location of Product installation. If You are located more than fifty (50) miles from the Service Provider, additional travel charges may be assessed. If service is required, the selected plan, or other factors. Please see your purchased terms and conditions for further information.

8. PRODUCT ACCESSIBILITY.

If service is required, You agree to make the Product reasonably accessible to the Service Provider. If the Product is not reasonably accessible due to its location, physical barriers, or other factors, the Service Provider may decline to provide service or ask You an additional charge (which will be Your responsibility and at Your own expense) for making the Product accessible, commensurate with the difficulty in working on the Product. Any additional charges assessed will be applied towards Your maximum liability under this Agreement.

9. DEDUCTIBLE.

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

10. IMPORTANT NOTE.

This Agreement does not cover repairs or replacements recommended by the repairing facility that are not necessary to the Product’s functionality. If service is required, We will send an authorized, independent, third-party contractor. If You request service calls for a non-covered repair or where a “no fault found” diagnosis is determined, You may be responsible for all costs associated with the repair or service call. If You are unable to meet the Service Provider for an onsite repair, You must call to cancel the appointment and the remaining prorated time on Your Service Provider's labor and materials will be applied against the remaining credit balance. If You do not cancel Your appointment, the Service Provider will charge the applicable charges for traveling time. Additional costs, including but not limited to the underlying warranty, will not be covered under this Agreement.

11. PARTS AND SUBCONTRACTING.

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

12. UNABLE TO REPAIR.

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

13. LIMIT OF LIABILITY.

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

14. BUYOUT.

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

15. EXCLUSIONS. This Agreement Does Not Cover:

a. Any Product located outside the continental United States, Alaska, and Hawaii.

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

c. Damage or other equipment failure due to corrosion or rust caused by water leakage, heating system, ventilation, or any utilization of the equipment that is inconsistent with either the design of the equipment, the specifications set by the manufacturer or Air Conditioning and Refrigeration Institute, or the way the manufacturer intended the equipment to be used;

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

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These sample terms and conditions are provided for illustration purposes only. The actual contract terms and conditions based on the selected product, the selected plan, or other factors. Please see your purchased terms and conditions for further information.
We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, We may cancel this Agreement immediately and without prior notice. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of a claimed repair, provided that in the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

17. RENEWABILITY. This Agreement may be renewed at Our sole discretion.

18. TRANSFERABILITY. You may transfer this Agreement, at no cost, to any subsequent homeowner at the location of the covered Product by contacting Us at the phone number shown on Your Certificate of Coverage or in writing at Service Net Warranty, LLC, P.O. Box 1411, Jeffersonville, IN 47131-1411. In the event You sell the home where the Product is located, You will need to request a transfer if You intend to have your subsequent homeowner be eligible for services under this Agreement.

19. 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.

20. INSURANCE SECURING THIS CONTRACT. This Agreement is not an insurance policy. This Agreement is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60606, phone 1-800-381-3819, in all states with the exception of AR, CA, FL, MS, NC, NY, OK, and VA, where the policy is issued by New Hampshire Insurance Company, 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, 1-800-250-3819. If within sixty (60) days after proof of loss has been filed We have not paid a covered claim, provided You with a refund, You are dissatisfied, or We are no longer a going concern, You may make a claim directly to the insurance company by contacting the insurer at the address or phone number above. Please enclose a copy of Your Agreement when sending correspondence to the insurer.

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

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

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

24. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE ADMINISTRATOR, THE DEALER/ RETAILER, AND THEIR AGENTS, CONTRACTORS AND LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME, AND LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO SERVICING YOUR EQUIPMENT. EVERY COVERAGE LIMITED TO THE DEGREES AND LIMITS AS SPECIFIED IN THIS AGREEMENT EXCLUDES ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREBIN.

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

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

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Alabama: Section 16(c) is deleted in its entirety and replaced with the following: “If You terminate this Agreement within sixty (60) days from the date of purchase after making a claim or after sixty (60) days from the date of purchase, You will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of $25. Any refund due to You under this subparagraph or Section 16 of the Agreement may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original contract purchaser.” Section 16(d) is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Agreement for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate. If We cancel this Agreement, We will refund 100% of the unearned pro rata premium, less any claims paid.”

Arkansas: A claim against Us may include a claim for the return of the unearned provider fee. Section 16(a) is deleted in its entirety and replaced with the following: “If You cancel this Agreement upon least thirty (30) days prior written notice to Us, We may cancel this Agreement for any reason, including but not limited to: (1) Your breach of this Agreement; (2) You had fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement. You shall receive a pro-rata refund of the purchase price less the cost of any claims paid. If You cancel this Agreement after sixty (60) days from the date of purchase, You will receive a refund of the unearned portion of the provider fee, less the cost of any claims paid, if We cancel the Agreement.”

California: California law requires the Service Provider to be contractually obligated to you to provide service. Section 16 is deleted in its entirety and replaced with the following: “This Agreement does not cover failure resulting from normal wear and tear or failure of the covered product. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term less the cost of any claims paid. However, in the event of customer fraud, material misrepresentation, or failure to pay any amounts due, We will provide proof of payment for this Agreement constitutes proof of the unearned pro rata premium. If We cancel this Agreement, we will refund 100% of the unearned pro rata premium, less any claims paid.”

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

Connecticut: If Your term of coverage is less than one (1) year, this Agreement is automatically extended while the product is being repaired or replaced. If this Agreement if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If We are unable to resolve any disputes with You regarding this Agreement, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

Florida: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Sections 16(b) and (c) of this Agreement are deleted in their entirety and replaced with the following: “If You cancel this Agreement, return of premium will be based upon ninety (90%) percent of unearned pro rata premium less any claims that have been paid or the cost of repair of the covered product for Your benefit.” Section 16(d) of this Agreement is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Agreement upon least thirty (30) days prior written notice mailed to Your last known address. However, in the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate. If We cancel this Agreement, We will refund 100% of the unearned pro rata premium, less any claims paid.”
made. We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price.”

Maryland: Your service contract is extended automatically if We fail to perform the service under the service contract and will remain in effect until the services are provided in accordance with the terms of the service contract.

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

Minnesota: Section 16(d) of the Agreement is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Agreement upon thirty (30) days written notice. However, in the event of a material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; or (3) an act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increased the service required under this Agreement.” If We cancel this Agreement, a pro-rata refund based on the days remaining, no deduction for claims paid will be applied. You will receive a pro-rata refund based on the days remaining, no deduction for claims paid will be applied. The registration number for Service Net Warranty, LLC in Oregon is 1489.

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

New Mexico: The following is added to Section 16(b) of the Agreement: “If You cancel this Agreement during the Free Look Period and We do not provide the full refund within sixty (60) days after Your request to cancel, A 1-888-872-3234. If You covered your failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within twenty-four (24) hours after You report Your claim. If these repairs cannot be completed within thirty (30) days of the repair, You may send an invoice to the provider of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcisinfo@dolin.state.nh.us.

New South Wales: In the event You do not receive satisfaction under this Agreement, You may contact the New South Wales Guarantee Association by mail at 12 Ann Street, Suite 700, Concord, New South Wales 1411. If You cancel this Agreement during the Free Look Period is not transferable and applies only to the original contract purchaser.”

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

Oklahoma: Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial-use references in a service warranty contract. This Agreement is not issued by the manufacturer or original wholesaler, and no coverage or submission of a claim for service thereunder shall be submitted to a company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. The Obilger is AIG Warranty Services of Florida Inc., Oklahoma License No. 4420930. This Agreement is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 500 W. Madison St., Ste. 1000, Chicago, Illinois 60606. The term “etc.” is stricken from this Agreement. Section 16(b) of this Agreement is deleted in its entirety and replaced with the following: “If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within thirty days after return of the Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid, provided that in the event of cancellation for customer fraud or material misrepresentation. We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

North Carolina: The purchase of this Agreement is not required either to obtain or to purchase for financing for a home appliance. The purchase of this Agreement is not required either to obtain or to purchase for financing for a home appliance. If You cancel this Agreement, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

New York and Washington: The following paragraph is added to Section 16(b) of the Agreement: “If You cancel this Agreement during the Free Look Period without making any claims and We do not provide the full refund within thirty days after Your return of the Agreement, a 1-888-872-3234. If You covered your failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within twenty-four (24) hours after making a claim or after sixty (60) days from the purchase date. We will send You a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcisinfo@dolin.state.nh.us.

North Dakota: This purchase of this Agreement is not required to either purchase or to otherwise secure financing for a home appliance. The purchase of this Agreement is not required to either purchase or to otherwise secure financing for a home appliance. If You cancel this Agreement, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

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

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

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Telephone #: (800) 786-3450.

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

Texas: A ten (10%) percent penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Agreement to Us. You may cancel this Agreement after the time periods above or after You have made a claim for service by returning the Agreement to the Administrator and receive a pro-rata refund of the Contract price less any claims that have been paid. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be submitted to the Texas Department of Agriculture, PO. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202 (in Texas). The Provider is Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, Indiana 47130.

Utah: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. If Your coverage is cancelled, You may receive a pro-rata refund based on the days remaining, no deduction for claims paid will be applied. The registered person for service under this Agreement during the Free Look Period is not transferable and applies only to the original contract purchaser.”

We reserve the right to cancel this Agreement upon thirty (30) days written notice. If We cancel the Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. No action shall be taken against the provider of the service contract, or in presenting a claim for service; or (3) an act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increased the service required under this Agreement.” If We cancel this Agreement, You will receive a pro-rata refund based on the days remaining, no deduction for claims paid will be applied. The registration number for Service Net Warranty, LLC in Oregon is 1489.
will commence within 24 hours after You report Your claim by calling the number above. In the event an emergency repair is required outside of the Administrator's normal business hours, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. Section 16(d) is deleted in its entirety and replaced with the following: “We may cancel this Agreement during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (c) substantial breaches of contractual duties, conditions, or warranties.” Section 20 is deleted in its entirety and replaced with the following: “This Agreement is not an insurance policy. This Agreement is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, 1-800-250-3819. If within sixty (60) days after proof of loss has been filed We have not paid any claim, provided You with a refund, Your are otherwise dissatisfied, or We are not longer a going concern, You may make a claim directly to the insurance company by contacting the insurer at the address or phone number above, Please enclose a copy of Your Agreement when sending correspondence to the Insurer.”

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

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

Wisconsin Residents: This Agreement is subject to limited regulation by the office of the Commissioner of Insurance. Section 16(c) is deleted in its entirety and replaced with the following: “If You cancel this Agreement within sixty (60) days from the date of purchase after making a claim or after sixty (60) days from the date of purchase, We will refund 100% of the unearned pro rata provider fee, less the costs of any claims made and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee.” Section 16(d) is deleted in its entirety and replaced with the following: “We may only cancel this Agreement for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Agreement for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee.” The following is added to Section 16 of the Agreement: “In the event of total loss of covered property that is not covered by a replacement of the property under this Agreement, You may cancel this Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid.” We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us. The “Subrogation” section does not apply to Wisconsin. The service contract provider is Service Net Warranty, LLC., 650 Missouri Avenue, Jeffersonville, Indiana 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.