4. WHAT IS COVERED: We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns specified in this Contract. Service is necessitated by Product failure during normal usage. The Product is covered for operational or mechanical failures of Your refrigerator or freezer up to $250 per appliance over the life of the service Contract. This amount will be applied towards the maximum liability of this Contract.

3. TO OBTAIN SERVICE: To obtain service, You must provide the Administrator with evidence of purchase, such as a receipt, invoice or a purchase warranty. 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 servicing dealer. Any additional costs above the service providers authorized hourly rate (premium rates after 5:00 p.m. and on Saturday and Sunday) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

12. PLACE OF SERVICE: After We authorize Your Claim, We will, as Our option (or in the event We are unable to repair) repair, replace or Buyout Your Product. All Your expenses for non-scheduled service are at Your expense with exception of health related or severe weather related emergencies. Your Product may be taken to an authorized dealer or repair Facility if such a Facility is available in Your area.

13. PARTS & SUBCONTRACTING: Parts used to repair equipment may either be new or refurbished at Our option. Service will be performed by certified participating servicing dealers.

14. UNABLE TO REPAIR: In the event We determine that We are unable to repair Your Product due to the unavailability of functional parts, service or technical information, or if the cost to repair will exceed the Limit of Liability, We will instead provide a Product exchange without risk to or loss of programs or data on Your Product before You have Your Product serviced. We specifically do not represent that We will be able to repair any Product under this Contract or honor any warranty regarding the equipment.

11. IMPORTANT NOTE: When due, We have the right to terminate this Contract without liability.

10. 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 items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Products to be covered must be proved to execute application for coverage. If You request a service call for a non-covered repair or "no fault found" call, You will be charged a minimum charge of $40.00. This fee will be charged per call for all subsequent calls made by You to repair, replace or Buyout will be made solely by Us. If Your Product requires repair, service will be provided by an authorized service center, the retailer or dealer where Your Contract was purchased or by subcontractors. We will honor any warranty from the Manufacturer or any Incentive or repair program (regardless of whether or not the manufacturer is covered) in the event that it is contractually obligated to You to provide service under this Service Contract. Your original, itemized purchase receipt should be kept with this Contract. Non-itemized billing statements will not be accepted.

9. TERMINATION FOR OTHER CAUSE: When due, We have the right to terminate this Contract without liability.

8. CANCELLATION FOR NONPAYMENT: If You fail to make any payment when due, We have the right to terminate this Contract without liability. If You wish to renew this Contract, please call the toll free number listed on the front of this Contract.

7. 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. Any service fees incurred by Us will be applied to the maximum liability of this Contract when due.

6. PRODUCT REPAIR PARTS: If the product or a unit, component, part or subassembly require repair, We may, at Our option and discretion, repair, replace or exchange it with an comparable product, unit, component, part or subassembly. Light bulbs or lamps (unless purchased as additional coverage). We will furnish labor, parts, and/or replacement parts under this agreement.

5. AVAILABILITY OF SERVICE: Neither Us nor the dealer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time specified in this Contract.

4. 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 in effect. If the Product is not currently under warranty, the 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 not covered by Your Contract.

3. TO OBTAIN SERVICE: To obtain service, You must provide the Administrator with evidence of purchase, such as a receipt, invoice or a purchase warranty. 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 servicing dealer. Any additional costs above the service providers authorized hourly rate (premium rates after 5:00 p.m. and on Saturday and Sunday) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

12. PLACE OF SERVICE: After We authorize Your Claim, We will, as Our option complete the lesser of (a) the repair of Your Product with new or reconditioned parts or (b) a Product exchange or reimbursement. Non-itemized billing statements will not be accepted.
O. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.

P. Refurbished equipment, equipment sold without a manufacturer’s warranty or sold “as is”. New products with less than thirty (30) days left on the manufacturer’s warranty.

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

R. Loss or damage as a result of violation of existing federal, state and municipal building codes or standards not designed for use as intended.

S. 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 during use during the warranty period.

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

U. The Product is repaired, replaced or returned, replaced with a refurbished version, free of manufacturing or customer error, such as burn-in or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation under demanding usage conditions at your location.

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

W. We, Our assignees, or Our subcontractors will cease continued service on or around the Product, if any new or used parts, unboxed or in their original wrapping, unpacking, assembly, installation, or removal. Short circuit, loss of use, part or labor covered under the manufacturer’s warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer’s recall, periodic checkups or maintenance, will not be adjustments for repairs required because of conditions at your location.

X. Damage resulting from unauthorized repair; software virus; or electrical wiring or connections. Each manufacturer or distributor shall be held responsible for their software, ignore, components, 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, inoperative products or parts, negligence, misuse or abuse whether willful or not.

Y. Appliances over 10 years of age and/or Electronics and PC equipment over 3 years of age.

Z. User error. Correcting, or reinstallation of any equipment unless installation coverage was purchased.

AA. Products sold second hand including but not limited to model sales (unless covered by a manufacturer's warranty on your date of purchase) and non-current models.

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

AC. Any cost recoverable under any other warranty, guarantee, or under any manufacturer’s policy (in such case, this Contract will cover any applicable deductible).

AD. Product that has been leased to You.

18. EXCLUSION OF CONSEQUENTIAL DAMAGES AND WARRANTIES. The limitation of liability provided under this Contract will be the lesser of (I) the current market value of a Product or comparable specifications; or (II) reimbursement of the price of Your Product minus sales tax and claims paid. You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction. We will have satisfied all obligations owed under this Contract if any one of the buyout options is accepted by You.

19. TRANSFERABILITY. You may transfer this Agreement to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

20. LIMIT OF LIABILITY. The liability maximum owed to You under this Contract will be the lesser of (I) the current market value of a Product or comparable specifications; or (II) the retail price paid for Your Product minus sales tax and claims paid. We shall have satisfied all obligations owed under this Contract and the covered Product becomes property of Service Net and We may, at Our discretion, require the product be returned to Us (or Our designee) at Our expense. The Insurer and 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 exile the Insurer, its parent company or its ultimate controlling corporation or other insurer or reinsurer under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

21. BUYOUT. We may elect, at Our option, to buyout the Contract during the contract term to the extent damage (e.g. a market value of a Product with comparable specifications or (II) purchase price of Your Product minus sales tax and claims paid. You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction. We will have satisfied all obligations owed under this Contract if any one of the buyout options is accepted by You.

22. 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 Plan. If Your Product needs repair for operational or mechanical failure, You may report Your claim directly to New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, Telephone (800)-250-3819. The maximum liability owed to You under the Contract will be the lesser of (I) the current market value of a Product that has been leased to You.

23. RIGHT TO RECOVER FROM OTHERS. If we make any payment, whether directly to You or to a third person, You are entitled to recover from the entity that settled a claim, You transfer to us your right to recover against any other party.
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 service, and state the relief demanded. The Administrator, if requested in writing, must provide You with the name, address, and telephone number of the insurance guaranty association in the State in which You reside, which is responsible for paying You in the event the Provider does not comply with any of the terms and conditions 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 on the number of days of service performed. A ten (10%) percent penalty per month will be added to the refund if 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 for you to purchase the home appliances. 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; however, You may return this contract within thirty (30) days and receive a refund that is not made within thirty (30) days of return of the Contract to Us. 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 wholesale company marketing the product. This Contract will not cover consequential damages or pre-existing conditions. 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. The Provider of this Service Contract is not covered 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 through New Haven Insurance Company, 175 Water Street, York, NY 10038, (800)-250-3819. The term “...” is stricken from this contract.

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

Puerto Rico Residents: REFUND. If You disagree with this Contract, You may return it within twenty (20) days of the date this service contract was mailed to You, or within ten (10) days of the date the service contract was delivered to You at the time of sale. If You cancel the Contract within the first ten (10) days, the purchase price for each thirty (30) day period or portion thereof that the service contract was delivered to You at the time of sale will be refunded to You. 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 service contract to Us. If You cancel the Contract after the time periods above, You will be refunded the remaining days of coverage on a monthly pro-rated 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 are entitled to a ten (10%) percent penalty per month, and no deduction for claims paid will be applied. If We cancel this Contract, return of premium will be based on the number of days of service performed. A ten (10%) percent penalty per month will be added to the refund if that is not made within thirty (30) days of return of the Contract to Us. 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 service, and state the relief demanded. The Administrator, if requested in writing, must provide You with the name, address, and telephone number of the insurance guaranty association in the State in which You reside, which is responsible for paying You in the event the Provider does not comply with any of the terms and conditions of this Contract. The Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130, Telephone number 1-800-343-4441.

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 of the date the service contract was delivered to You at the time of sale. If You cancel this Contract within thirty (30) days after the purchase made pursuant to the Cancellation Section, 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, 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, located on the back of this Contract. If You cancel this Contract, we shall provide five (5) days prior notice of such cancellation. Such notice shall include the effective date of cancellation. The Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130, Telephone number 1-800-343-4441.

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 such stoppage. 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 of the date the service contract was delivered to You at the time of sale. If You cancel this Contract after thirty (30) days from purchase, You are entitled to the purchase price for each thirty (30) day period or portion thereof that the service contract was delivered to You at the time of sale will be refunded to You. 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 service contract to Us. If You cancel the Contract after the time periods above, You will be refunded the remaining days of coverage on a monthly pro-rated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

NEW YORK 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 are entitled to a ten (10%) percent penalty per month, and no deduction for claims paid will be applied. If We cancel this Contract, return of premium will be based on the number of days of service performed. A ten (10%) percent penalty per month will be added to the refund if that is not made within forty-five (45) days of return of the Contract to Us. 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 service, and state the relief demanded. The Administrator, if requested in writing, must provide You with the name, address, and telephone number of the insurance guaranty association in the State in which You reside, which is responsible for paying You in the event the Provider does not comply with any of the terms and conditions of this Contract. The Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130, Telephone number 1-800-343-4441.
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 (10%) percent 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, 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 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 (10%) percent 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.