

# Residential Appliance Service Contract

This is Your official service contract with AIG WarrantyGuard, Inc. (“We”, “Us”, “Our”, “Obligor” and “Administrator”). This document together with the Certificate of Coverage (collectively the “Agreement”) constitute all of Your rights and responsibilities as a service contract holder. To get the most from Your coverage, We recommend that You become familiar with this information and retain the Agreement for future reference.

**1. TERM.** This Agreement starts on the date stated on Your Certificate of Coverage (“Purchase Date”). The Agreement may be selected for monthly or annual terms and paid for accordingly (“Term”). The Term applicable to this Agreement is stated on Your Certificate of Coverage. All plans automatically renew for the same Term, pursuant to Section 17, unless cancelled by You or non-renewed by Us pursuant to the terms of this Agreement.

**2. ELIGIBILITY.** Your domestic grade appliances (listed in Section 4) and interior electrical system located at the address listed on Your Certificate of Coverage must be in good working order on the Purchase Date to be eligible for coverage under this Agreement.

**IMPORTANT NOTE:** Domestic grade appliance means an appliance manufactured and marketed solely for use in a residence, such as a residential single-family dwelling.

The covered appliances and covered interior electrical system must be located in an occupied single-family residential home, townhome, condominium, multi-family property (duplex, triplex, etc.), or mobile home attached to a permanent foundation. If Your appliances or interior electrical system are located in a property listed on a historical register, or in a property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity, those appliances are not eligible under this Agreement.

**3. WAITING PERIOD.** There is a thirty (30) day wait period after the Purchase Date before Your appliances or interior electrical system is covered. Additionally, breakdowns due to rust or corrosion will not be covered during the first sixty (60) days from Purchase Date (“Wait Period”). The Wait Period does not apply to renewal terms. Claims or losses that occur prior to this Agreement’s Purchase Date or during the Wait Period are considered pre-existing conditions and are not covered by this Agreement.

**4. COVERAGE.** We will arrange and pay for an authorized repair provider to repair, service or - at Our discretion - replace, covered domestic grade appliances or the covered interior electrical system components, which are experiencing an operational, electrical, or mechanical breakdown caused by normal wear and tear, after the Wait

Period as outlined in Section 3, and up to the Benefit Limit as specified in Section 6.

This Agreement includes:

- **The Kitchen Bundle**, which will cover a:
  - Range/Oven/Cooktop;
  - Refrigerator;
  - Garbage Disposal;
  - Kitchen Exhaust Fan;
  - Built-In Microwave;
  - Dishwasher; and
  - Interior Electrical System.

and/or

- **The Laundry Bundle**, which will cover a:
  - Clothes Washer; and
  - Clothes Dryer.

The coverage applicable to this Agreement is stated on Your Certificate of Coverage. This Agreement covers only one (1) of each of the covered domestic grade appliances, based on the bundle(s) you selected. If Your residence has more than one (1) of each type of appliance, We will only cover the first appliance of that type for which You make a service call unless Add-On Coverage as identified in Section 5 is available and selected for such appliance. Any appliance(s) or any component of an appliance(s) or the internal electrical system not specifically listed as covered, will not be covered. **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically listed in the following.**

The appliances must be:

- Located within the confines of the main foundation of the home or attached garage;
- Properly installed and maintained while covered under this Agreement; and
- Located in an occupied residence.

**Important Note:** This Agreement does not cover: (1) Disconnection of appliance(s); (2) the cost of hauling away or disposing of appliance(s); or (3) the cost of opening or closing walls, floors, or ceilings. This agreement also does not cover the repair to appliance(s)

FILING NUMBER TBD

Page 1 of 7

or appliance, or interior electrical system components covered by the manufacturer warranty, manufacturer recall, or similar manufacturer incentive or repair program.

**The coverage will only apply to appliances located at the address listed on Your Certificate of Coverage.**

**Range/Oven/Cooktop:**

**COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls, Heating Elements (will be replaced with builder's grade or standard only), Internal Wiring.

**NOT COVERED:** Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

**Refrigerator**

**COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers, Gaskets, Valves and Electronics Circuits.

**NOT COVERED:** ice makers and controls, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping.

**Garbage Disposal:**

**COVERED:** Mechanical and electrical components or parts.

**NOT COVERED:** Problems and/or jams caused by bones and foreign objects other than food.

**Kitchen Exhaust Fan:**

**COVERED:** Internal related electrical parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards.

**NOT COVERED:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.

**Built-In Microwave (must be considered built in by manufacturer specifications):**

**COVERED:** Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts.

**NOT COVERED:** Countertop units, door glass, clocks, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping.

**Dishwasher:**

**COVERED:** Heating Element, Pump, Thermostat, Thermal Fuse, Washer and Spray Arms, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Control Panel and Related Electrical

Parts.

**NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping.

**Interior Electrical System: COVERED:** All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** Fixtures; Electrical panel, attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

**Clothes Washer:**

**COVERED:** Water Level Switch, Water Inlet Valve, Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts. Washer/Dryer Combo units will be subject to the limit of liability under the product for which the failure pertains.

**NOT COVERED:** Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues such as scratches, dents or chipping.

**Clothes Dryer:**

**COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold, Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Drive Belt, Surface Limit Control, Motor, Bearings, Pulleys, Controls (replaced with builder's standard), Timer and Electrical Heating Element. Washer/Dryer Combo units will be subject to the limit of liability under the product for which the failure pertains.

**NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

**5. OPTIONAL ADD-ON COVERAGES.** If You own more than one (1):

- Built-In Microwave (must be considered built in by manufacturer specifications)
- Refrigerator
- Range/Oven/Cooktop

and You have elected to purchase and pay the fee for coverage for each additional appliance(s), coverage will be provided for such additional appliance(s) subject to all other

terms and conditions of this Agreement. The add-on coverage You have elected will be listed on Your Certificate of Coverage.

**6. BENEFIT LIMIT.** Our obligation to pay for the repair or replacement of all covered appliances and a covered interior electrical system will not exceed \$5,000 over a 12-month period. The maximum benefit for each covered appliance during this timeframe is:

- \$800, if the appliance is under 10 years old.
- \$500, if the appliance is over 10 years old.

The maximum benefit for the covered interior electrical system during the 12-month period is:

- \$800, if Your home is under 10 years old.
- \$500, if Your home is over 10 years old.

These benefit limits include any costs for trip, diagnosis, repair/replacement/buyout or installation. The 12-month period starts on the Purchase Date listed on the Certificate of Coverage and restarts on the same month and day reflected on the Purchase Date for each year this Agreement remains in force.

Once the maximum benefit has been paid for an appliance or the interior electrical system, that same appliance or the interior electrical system will not be eligible for any additional coverage under this Agreement during the same 12-month period. **Any repair or replacement charges beyond the Benefit Limits specified above are Your responsibility.**

**7. TO OBTAIN SERVICE.** If service is needed, You must contact Us at 877-531-4782, which is the toll-free number shown on Your Certificate of Coverage, to explain the problem. The number may be reached 24 hours a day, 7 days a week.

- Notice of any breakdown must be given to Us immediately upon discovery and must have occurred while coverage is in force under this Agreement.
- Prior to service being dispatched all required or outstanding Agreement payment(s) and/or Service Fees, if applicable, must be paid.
- For an Appliance repair, You must provide the make, model and serial number of the failed appliance. You may be asked to provide Your original, itemized purchase receipt to verify the appliance's age.

After You have paid the Service Fee pursuant to Section 8, if applicable, We will arrange for an authorized repair provider to evaluate Your covered appliance or covered interior

electrical system. Under normal circumstances, the performance of services will be initiated within 48 hours after Your request.

You will not be reimbursed for any service of any appliance or interior electrical system unless the work is pre-authorized by Us. We may, at Our discretion, authorize or request that You contact an independent repair provider to evaluate Your appliance or interior electrical system. If the use of an independent repair provider is authorized or requested, We will provide reimbursement for costs paid by You for an evaluation of Your appliance or interior electrical system. We may also, at Our discretion, provide reimbursement for costs paid by You for any authorized repairs to Your appliance(s) or interior electrical system. Before any reimbursement will be paid, You must provide Us with a paid itemized receipt, invoice or statement, which is printed on business stationery which includes the name, address and telephone number of the repair provider, as well as a complete description of the charges.

**IMPORTANT NOTE:** Repairs recommended by a repair provider, but not necessitated by a breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the appliance or interior electrical system prior to authorizing a repair. We reserve the right to arrange for additional authorized repair provider to inspect Your appliance or interior electrical system prior to making a coverage determination (“Additional Claim Opinion”). You will not be charged an additional Service Fee if an Additional Claim Opinion is requested. If You do not make Your appliance or interior electrical system available for the Additional Claim Opinion Your claim may be denied.

If You request a service call for a non-covered repair or a “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 or service call(s). In the event You are unable to meet the servicer for a scheduled onsite repair, You must call to cancel the appointment at least one (1) business day prior to the agreed upon time of service or You may, at Our discretion, be responsible for paying any return trip charge for any subsequent rescheduled repair appointments.

**8. SERVICE FEE.** If a Trade Service Fee (“Service Fee”), is listed on Your Certificate of Coverage You must pay the Service Fee prior to Our arranging for an authorized repair provider to evaluate Your appliance or interior electrical system. You will be responsible for paying a “Service Fee” for each service request, if applicable. The Service Fee must

be paid in advance of any claims payment or service being scheduled and may be paid through a valid credit card or debit card.

**9. TIME FOR SERVICE.** Service will be performed between the hours of 8:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding holidays, or otherwise during the service provider's normal hours of operation ("Normal Business Hours"). We will not be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

If service is scheduled outside of Normal Business Hours, You may be charged an additional fee, at Our discretion, to cover the costs above the service provider's authorized hourly rate (such as premium or overtime charges or after-hours service fees). You must pay this fee to Us prior to the authorized repair provider evaluating Your appliance or interior electrical system. This fee may be waived if the services are necessitated by health-related or severe-weather related emergencies. We reserve the right to determine which types of breakdowns, services, or situations constitute an emergency.

**10. SERVICE EVENT.** After Your claim is authorized and coverage is determined, We will, at Our option, (a) repair Your appliance or interior electrical system, using parts pursuant to Section 12, (b) replace Your appliance or interior electrical system components; or (c) provide a cash payment for Your appliance or component of Your interior electrical system. The decision to repair, replace, or provide a cash payment for your appliance or interior electrical system components will be made solely by Us and will not exceed the Benefit Limit.

If work performed by Our authorized repair provider under this agreement fails within 30 days, We will make the additional necessary repairs for no additional Service Fee.

**11. REPLACEMENT.** If We decide to replace the covered appliance, component, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.

We reserve the right to offer cash settlement, up to the Benefit Limit, if We cannot provide a like-for-like replacement within a reasonable period of time, or if parts are unavailable, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for

the same part or labor, which may be less than the actual retail cost.

**12. REPAIR PARTS.** We reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer or refurbished parts is also permitted under this Agreement.

**13. APPLIANCE OR SYSTEM ACCESSIBILITY.** The appliance and interior electrical components to be repaired must be reasonably clean and accessible at the time of service. The repair provider must have safe and clear access to, and safe working conditions at and around the appliance or and interior electrical system. Unsafe conditions include, but are not limited to, the presence of animals or insects in the home or work area, a threatening work environment, or the presence of bodily fluids, such as urine and vomit, on or near the appliance or and interior electrical system components. If the appliance or and interior electrical system is not accessible, or if the work area is determined to be unsafe by the repair provider, the repair provider may, at their discretion, decline to provide service.

**IMPORTANT NOTE:** Where the appliance or and interior electrical system components are not easily accessible or the work conditions are not safe, We or the repair provider, may at Our or their discretion, charge You an additional fee at the time of the repair to facilitate service.

**14. THIRD-PARTY SERVICE PROVIDERS.** We are not a service provider or contractor and are not ourselves undertaking to repair or replace any such appliances, interior electrical system or components thereof. Repair and replacement services will be performed by authorized, independent, third-party service providers.

**IMPORTANT NOTE:** We reserve the right to select the parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Agreement.

**15. EXCLUSIONS – This Agreement Does Not Cover:**

- A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.**
- B. Systems/Appliances where work has previously been performed for an unlicensed/unauthorized provider.**
- C. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.**
- D. Missing parts or structural changes.**

- E. Any appliance or system deemed or classified by the manufacturer as commercial.
- F. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- G. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.
- H. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.
- I. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
- J. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
- K. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items or other replaceable or consumable items, such as filters.
- L. Failures due to rust or corrosion within the first sixty (60) days from the date of initial purchase date.
- M. Any service or repair associated with hazardous material treatment, removal, or disposal.
- N. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
- O. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
- P. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- Q. Damage or failure caused by animals or insects, including infestation and human or animal bodily fluids.

- R. Repairs to Your Appliances that You share with any third party or is covered by a homeowner, condominium or like association.
- S. Any cost related to removing or disposing of an appliance or system.
- T. Repair or replacement of any part of Your appliance(s) or interior electrical system that is not specifically listed as covered

**16. OTHER AVAILABLE COVERAGE.** In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, warranty or guaranty. **We will not pay for parts covered under a manufacturer's warranty.**

**17. RENEWAL.** UNLESS THIS AGREEMENT IS CANCELLED BY YOU OR NON-RENEWED BY US, THIS AGREEMENT WILL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR AN ADDITIONAL TERM AT THE THEN CURRENT RENEWAL PRICE. WE MAY CHANGE THE PRICE AT ANY RENEWAL WITH PRIOR NOTICE TO YOU. THE NEW AGREEMENT PRICE WILL BE DUE ON THE FIRST DAY OF THE TERM AS SPECIFIED IN THE NOTICE. BY ACCEPTING THIS AGREEMENT, YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED DEBIT CARD, CREDIT CARD, CHECKING OR SAVINGS ACCOUNT, OR OTHER ACCOUNT, AS APPLICABLE, FOR ANY RENEWAL TERM AGREEMENT PRICE ON THE APPLICABLE DUE DATE. WE RESERVE THE RIGHT TO NOT RENEW THIS AGREEMENT AT OUR DISCRETION.

**18. FEES AND CHARGES.** The terms of this Agreement and any included limits, fees or charges may be adjusted from time to time. Notice of any changes, including any price adjustment, will be given to You in writing at least thirty (30) days prior to implementation.

**19. CANCELLATION AND REFUND.** You may cancel this Agreement at any time for any reason. For monthly contracts, cancellation becomes effective at the end of the current month of coverage, except for cancellations during the Free Look Period referenced below. You may cancel this Agreement via phone by calling [1-888-405-0602].

If You cancel this Agreement without making a claim within the later of: (a) Thirty (30) days from the Purchase Date; (b) 10 days from Your initial receipt of this Agreement and Certificate of Coverage following the Purchase Date; or (c) 20 days of Our initially sending You the Agreement and Certificate of Coverage following the Purchase Date ("Free Look Period"), You will receive a refund of the full purchase price. If the refund associated with cancellation during the

Free Look Period is not paid or credited within forty-five (45) days of the date of cancellation, a ten percent (10%) penalty based on the purchase price will be added to the refund for every thirty (30) days the refund is not paid.

If You cancel this Agreement within thirty (30) days from the Purchase Date after making a claim or after the Free Look Period, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed and claims paid.

We reserve the right to cancel this Agreement for any reason with thirty (30) days written notice to You at Your last known address, which shall contain the reason for the cancellation, and the effective date of the cancellation which shall be no earlier than five days prior to the effective date of the cancellation. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid.

**20. TERMINATION FOR CAUSE.** In the event of customer fraud, material misrepresentation, or a substantial breach of Your duties under this Agreement, We may cancel this Agreement immediately and without prior notice. 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.

**21. CANCELLATION FOR NONPAYMENT.** If any payment is not made when due, We have the right to terminate this Agreement immediately and without prior notice.

**22. TRANSFERABILITY.** This Agreement is transferable to a new owner of the existing address where the appliances and systems are located. This Agreement is non-transferable to a new address and is only valid for the original residence. You may transfer this Agreement to any person by sending written notice to AIG, c/o P.O. Box 1411, Jeffersonville, IN 47131-1411 or by email to [serviceplanadministrator@aig.com](mailto:serviceplanadministrator@aig.com).

**23. LAWS, CODES AND REGULATIONS:** This Agreement does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements, or to meet current building or zoning code requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.

**24. ASSIGNMENT.** We may assign this Agreement, in whole or in part, at any time without prior notice to You. We may delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. You may not change this Agreement or delegate any of Your obligations except as permitted under Section 22, Transferability.

**25. RIGHT TO RECOVER FROM OTHERS.** If We make any payment under this Agreement, We are entitled to recover what We paid from other parties. By accepting a repair, replacement or cash settlement, You transfer to Us Your right to recovery against any other party.

**26. INSURANCE SECURING THIS AGREEMENT.**

**This Agreement is not a contract of insurance.** The obligations of the Obligor are secured by a service contract reimbursement insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of this Agreement when sending correspondence to the Insurer. 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 coverage, 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.

**27. OBLIGOR CONTACT INFORMATION.** AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Phone # 1-800-343-4441.

**28. KEY TERM:** "You" or "Your" means – The purchaser of this Agreement or the person the Agreement was transferred to under Section 22.

**29. ENTIRE CONTRACT.** This Agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, with respect to the 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 Us.

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

**31. 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.

**32. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES.** US, OUR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, SECONDARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF THE PRODUCT OR ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON THE PRODUCT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

**33. PRIVACY POLICY.** AIG WarrantyGuard, Inc. takes the protection of Your personal data seriously. Our Privacy Policy is located here: <https://www.aig.com/privacy-policy>