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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

HADASSAH SHELLENBERGER,
individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

AIG WARRANTYGUARD, INC.,
and WHIRLPOOL CORPORATION,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR:**

- 1) WASHINGTON CONSUMER PROTECTION ACT (RCW § 19.86, *ET SEQ.*)**
- 2) BREACH OF CONTRACT**
- 3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

JURY DEMAND

1 Plaintiff Hadassah Shellenberger, individually and on behalf of all others similarly
2 situated, upon personal knowledge of facts pertaining to her and upon information and belief
3 as to all other matters, and by and through undersigned counsel, hereby bring this Class Action
4 Complaint (“Complaint”) against Defendants AIG WarrantyGuard, Inc. (“AIGWG”) and the
5 Whirlpool Corporation (“Whirlpool”) and alleges as follows:

6
7 **I. NATURE OF THE ACTION**

8 1. Defendants are engaged in an ongoing business partnership to market and sell
9 extended repair plans (“Whirlpool Plan(s)”) to consumers who purchase household appliances
10 (“Whirlpool Appliances”) that Whirlpool markets under various brand names including
11 Whirlpool, KitchenAid, Amana, Maytag, Kenmore, and JennAir.

12 2. Whirlpool acts as the administrator of the Whirlpool Plans. AIGWG is named as
13 the Obligor for Whirlpool Plans sold in all U.S. states except Florida and Oklahoma. AIGWG
14 is fully owned subsidiary of American International Group, Inc. (“AIG”) which controls
15 AIGWG through its employees who serve as officers and directors of the latter.

16 3. AIGWG and Whirlpool market the Whirlpool Plans to consumers through
17 specific channels such as by advertising the plans on Whirlpool’s websites, and by contacting
18 consumers who register their appliances with Whirlpool, confirming that their product has
19 been registered, and urging them to take the next step of appliance protection by purchasing
20 a Whirlpool Plan. Defendants market the Whirlpool Plans to consumers under various names
21 to match the branding of the applicable Whirlpool Appliance (e.g., for KitchenAid appliances,
22 Defendants offer the KitchenAid Service Plan).

23 4. Both the manner in which the Whirlpool Plans are promoted and the content of
24 Defendants’ marketing materials leave consumers with the impression that the plans are
25 offered by Whirlpool, that they effectively work as an extension of Whirlpool’s original
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1 manufacturer’s warranty (“Whirlpool Warranty”), and offer protection comparable to the
2 Whirlpool Warranty.

3 5. To create this illusion, Defendants contact consumers who register their
4 Whirlpool Appliance by sending them letters (“Whirlpool Plan Offer(s)”) printed on
5 Whirlpool’s letterhead and purportedly signed by an employee of the applicable Whirlpool
6 brand (e.g., KitchenAid Plan offers are signed by “Maria Perez, KitchenAid Service Plan
7 Team”). Upon calling the phone number shown on one of these letters, the consumer is greeted
8 by a recording that purports to belong to the applicable Whirlpool brand (e.g., “Thank you for
9 calling the KitchenAid Service Plan Sales Department”).

10 6. The Whirlpool Plan Offer describes the Whirlpool Plans with language that
11 consumers regularly associate with the benefits available under a Whirlpool Warranty, such
12 as the representations that repair services are provided only by Whirlpool certified
13 technicians, consumers can receive repairs and replacements with no fees or out-of-pocket
14 expenses, and 100% of parts and labor is covered under the plan.

15 7. These representations further the misperception that the Whirlpool Plans are
16 extensions of the Whirlpool Warranty because they build on the typical consumer’s
17 understanding that a manufacturer’s warranty will cover failures that might manifest during
18 the term of the warranty.¹ This misperception is reinforced with other statements that promise
19 that the Whirlpool Plan will protect the consumer throughout the plan term: “As you rely on
20 your product in the years to come, if the need for service should arise, you’re covered.”
21

22 ¹ While it is true that the Whirlpool manufacturer’s warranty and the Whirlpool Plan Service
23 Contract use somewhat different language to define the coverage available under each
24 document, most appliance manufacturers (including Whirlpool) administer their manufacturer’s
25 warranties liberally to cover all failures that arise from the intended use of the appliance during
26 the warranty period. Based on this widespread practice, the average consumer’s understanding
of a manufacturer’s warranty is that it will cover for all appliance failures arising during the
warranty period unless the failure results from the misuse of the appliance.

1 8. The representations made in Whirlpool Plan Offer are untrue because Whirlpool
2 Plans provide neither a level of coverage comparable to the Whirlpool Warranty nor the
3 benefits advertised in that document. Contrary to Defendants’ representations that a Whirlpool
4 Plan covers 100% of the required labor and parts necessary to repair the consumer’s appliance
5 at no out-of-pocket expense to the consumer, the agreement (“Service Contract”) pursuant to
6 which the Whirlpool Plans are provided contains provisions that confer Defendants with the
7 right, at their sole discretion, to refuse otherwise covered appliance repairs by exercising a
8 “Buyout”, making a one-time cash payment (“Settlement Payout”) to the consumer that does
9 not make the consumer whole, and taking title of the covered appliance.

10 9. Per the Service Contract, the Settlement Payout is capped at 75% of the purchase
11 price of the bought-out appliance. Therefore, the consumer cannot use these funds to purchase
12 a comparable appliance unless she supplements the Settlement Payout with her own funds.
13 Nor can she use the Settlement Payout to have a third-party repair service fix her appliance
14 because, under the terms of the Service Contract, the appliance becomes Defendants’ property
15 upon the exercise of a Buyout and must be surrendered to them upon their request. As such,
16 the Buyout provisions in the Service Contract cannot be reconciled with Defendants’
17 representations that the consumer will have protection for covered repairs at no out-of-pocket
18 costs to her.

19 10. The Buyout provision in Whirlpool Plan Service Contracts is a device that
20 Defendants use to generate unfair profits for themselves at the expense of unsuspecting
21 consumers who would have no reason to suspect that the coverage they bargained and paid
22 for will be limited in such a manner.

23 11. For example, Plaintiff initially purchased a Geek Squad Protection Plan (“GSP
24 Plan”) for her KitchenAid dishwasher at the time she purchased her appliance from big box
25 retailer Best Buy. She was subsequently contacted by AIGWG which offered to sell her a
26 KitchenAid Plan at a lower price than what she had paid for her GSP Plan. Being a retiree on

1 a budget, she cancelled her GSP Plan and purchased a KitchenAid Plan to save money.
2 Unfortunately, the amount of money she saved by switching to the less expensive plan was
3 more than offset by what she had to pay to purchase a new appliance when Defendants bought
4 out her covered appliance.

5 12. Defendants' Buyout policies are the most obvious but not the only example of
6 how Whirlpool Plans' benefits fall short of the representations that Defendants make to
7 consumers to sell these plans. In many instances, Defendants even fail to comply with the
8 actual terms of the Service Contracts governing these plans.

9 13. Several months before filing the claim that resulted in her dishwasher being
10 bought out, Shellenberger filed a claim for a different issue. Ignoring their marketing
11 representations and the terms of the Service Contract, Defendants required Shellenberger to
12 find her to own repair technician to resolve the issue, pay out-of-pocket costs to the repair
13 service, and then seek reimbursement from them because, according to Defendants, they had
14 no repair technicians in her area. She tried but was unsuccessful. None of the technicians she
15 contacted were willing to perform repairs under the terms Defendants required. Plaintiff ended
16 up receiving no benefits for her claim and had to make do with a malfunctioning dishwasher
17 until a subsequent failure caused Defendants to buyout the appliance.

18 14. Plaintiff's difficulties with her plan are not isolated instances where a consumer
19 got confused and ended up with less than what she thought she was getting. Thousands of
20 consumers purchase AIGWG's service plans each year under the mistaken belief that they are
21 purchasing extensions to Whirlpool's manufacturer's warranties.

22 15. Attached as Exhibit 1 is a sampling of messages that consumers who purchased
23 Whirlpool Plans ("Plan Purchasers") posted on Whirlpool-owned social media accounts to
24 express dissatisfaction with their plans. These consumers posted on Whirlpool accounts —
25 not AIGWG social media accounts — because they continued to believe that Whirlpool was
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1 the company offering the plans, even after many of them had submitted claims under their
2 Whirlpool Plans..

3 16. Whirlpool's responses to these social media posts are telling because they betray
4 Whirlpool's intent to deceive and defraud consumers. Rather than standing behind the plans
5 it helps sell, administers, and profits from, Whirlpool's standard practice is to use the legal
6 structure of the plans to deflect consumers' complaints. Its social media representatives are
7 trained to respond to each consumer complaint by first asking whether the consumer's
8 appliance is covered by a Whirlpool Plan. *See* Exhibit 2. If the appliance is covered by a
9 Whirlpool Plan, consumers are told that the plans are offered by a third-party and Whirlpool
10 cannot intervene. *See* Exhibit 3.

11 17. The statements are deliberately misleading because Whirlpool plays an active
12 role in how the Whirlpool Plans are administered and, in fact, is identified by name as the
13 plan administrator in many of the Service Contracts. Not only is Whirlpool contractually
14 authorized to resolve consumer complaints about Whirlpool Plans, but it is often the party that
15 decides how consumer claims submitted under a Whirlpool Plan are resolved.

16 18. Defendants' fraudulent and misleading conduct renders the Whirlpool Plans
17 essentially worthless or, at a minimum, makes the economic value of each Whirlpool Plan to
18 be only a fraction of the value that Plan Purchasers paid to purchase them in reliance of
19 Defendants' misrepresentations. For example, if Shellenberg had known all the details about
20 her KitchenAid Plan at the time of purchase, she would not have bought it. She would have
21 kept her GSP Plan and her dishwasher would have been repaired rather than bought out.

22 19. On behalf of the Class, Plaintiff seeks to redress Defendants' conduct under state
23 common law and consumer-protection statutes.

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II. PARTIES

Plaintiff

20. Plaintiff Hadassah Shellenberger (“Shellenberger”) is a resident of La Conner, Washington.

Defendants

21. Defendant Whirlpool Corporation is a Delaware corporation headquartered in Benton Harbor, Michigan. Whirlpool manufactures and markets home appliances – including laundry appliances, refrigerators and freezers, cooking appliances, and dishwashers.

22. Defendant AIG WarrantyGuard, Inc. is a Delaware corporation with principal offices in Chicago, Illinois.

23. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein each Defendant, whether actually or fictitiously named herein, and whether such agency relationship was disclosed to the Plaintiff, was the principal, agent (actual or ostensible), joint venture or employee of each other Defendant, and in acting as such principal or within the course and scope of such agency, joint venture, or employment took some part in the acts and omissions alleged herein, by reason of which each Defendant is jointly and severally liable to Plaintiff for the relief prayed for herein.

24. At a minimum, AIGWG is liable for Whirlpool’s actions because it allows Whirlpool to act as its apparent agent, directs or permits Whirlpool’s conduct, and/or benefits from it.

25. At a minimum, Whirlpool is liable for AIGWG’s actions because it permits, participates in, or benefits from their conduct and, permits its branding, private consumer information, and websites to be used by AIGWG in the sale of Whirlpool Plans.

1 **III. JURISDICTION**

2 26. Subject matter jurisdiction in this civil action is authorized pursuant to 28 U.S.C.
3 § 1332(d) because there are more than 100 Class Members, at least one class member is a
4 citizen of a state different from that of Defendants, and the amount in controversy exceeds
5 \$5,000,000, exclusive of interest and costs.

6 27. This Court has specific personal jurisdiction over Defendants because their
7 contacts with the State of Washington in which this Court is located are continuous,
8 systematic, and purposeful, and Shellenberger’s claims in this action arise from those
9 particular contacts.

10 28. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
11 substantial part of the events or omissions giving rise to Shellenberger’s claims occurred in
12 this District.

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14 **IV. FACTUAL ALLEGATIONS**

15 29. Whirlpool markets its portfolio of home appliances to consumers in the United
16 States under the brands Amana, JennAir, KitchenAid, Maytag, and Whirlpool; and offers
17 post-sale repair services to consumers pursuant to the manufacturer’s warranty that
18 accompanies eligible Whirlpool Appliances.

19 30. AIGWG and Whirlpool are engaged in an ongoing business collaboration
20 whereby they market, sell, and administer Whirlpool Plans to consumers who purchase
21 Whirlpool Appliances. Whirlpool Plans are presented to the consumer in misleading language
22 which leads most consumers to believe that they are presented with the option to extend the
23 original manufacturer’s warranty.

24 31. The Whirlpool Plan for a given appliance is offered to consumers with the option
25 to select a term of coverage beyond the expiration of the factory warranty, for as short as one
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1 year and as long as five years. AIGWG charges a higher price for a given Whirlpool Plan as
2 the plan's term gets longer.

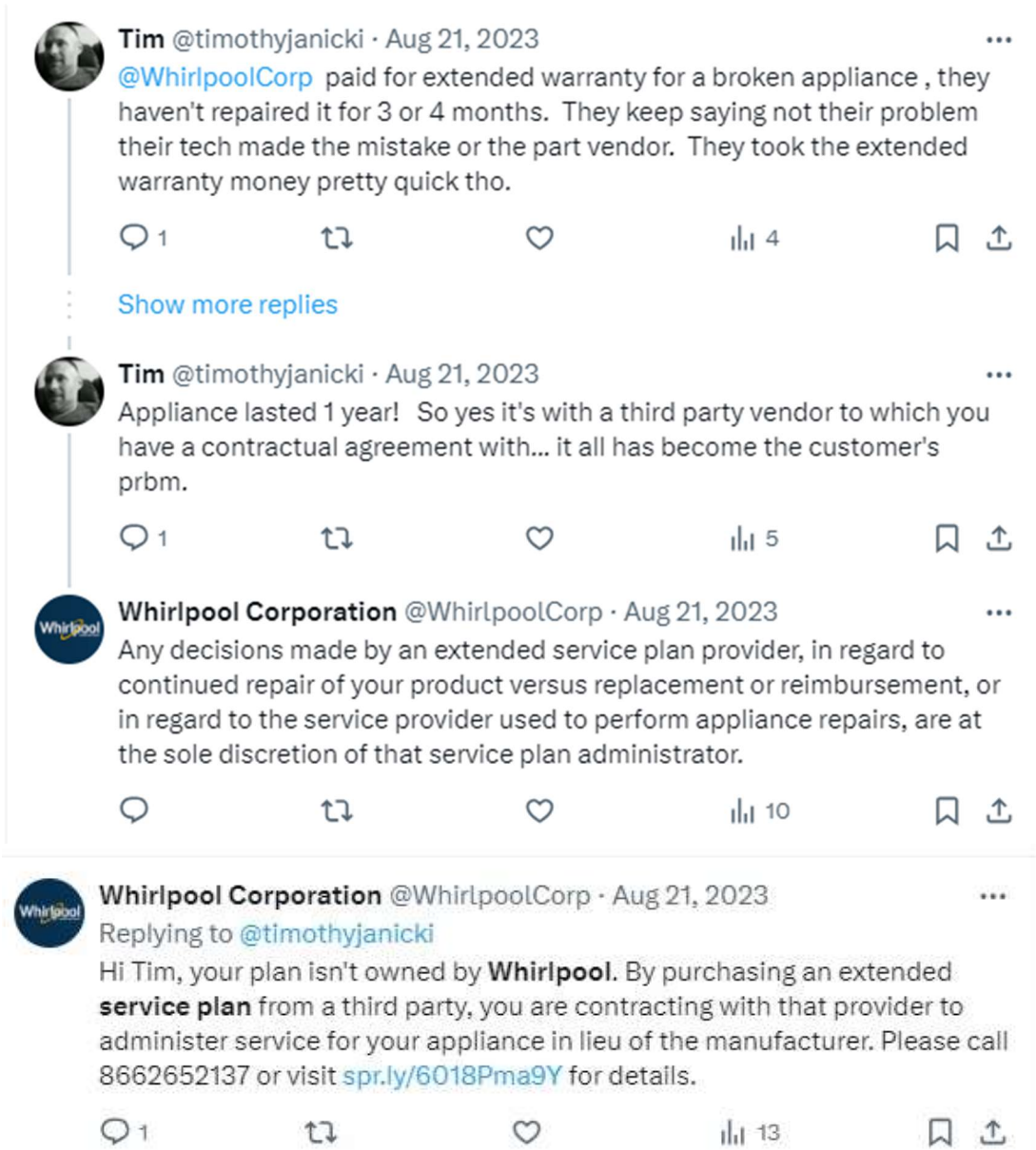
3 32. The Whirlpool Plans are marketed to consumers through specific channels
4 including through websites controlled by Whirlpool and/or AIGWG, in correspondences that
5 Defendants mail to consumers who register with Whirlpool after purchasing a Whirlpool
6 Appliance, or by emails from the brand of appliance being registered (e.g., Whirlpool,
7 KitchenAid, etc.). All of these marketing channels lead consumers to websites with Whirlpool
8 controlled domains (e.g. whirlpool.com, kitchenaid.com, etc.) which causes consumers to
9 believe that Whirlpool (or one of the Whirlpool brands) is the party offering the Whirlpool
10 Plans.

11 33. However, the Whirlpool Plans are offered, sold, and issued by AIGWG — a fact
12 that is inadequately disclosed in the fine print in websites where the plans are sold.

13 34. Whirlpool provides services such as responding to requests that consumers make
14 under the Whirlpool Plans, arranging for appliance repair services, and handling consumer
15 complaints about the plans. Whirlpool is also identified as the plan Administrator in Whirlpool
16 Plans that were issued after June 13, 2022.

17 35. The fact that Defendants' marketing practices create consumer confusion is
18 evidenced by the dozens of social media posts in which consumers have contacted Whirlpool
19 to request help with their Whirlpool plans. (Exhibit 1)

20 36. When this happens, Whirlpool's practice is to take advantage of the consumer
21 confusion that its deceptive practices cause by informing consumers that the Whirlpool Plans
22 are offered by a third party and that it has no jurisdiction over them. An example of the
23 response that Whirlpool posted on the social media platform X (formerly Twitter) in response
24 to consumer complaints is shown below:



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 27 37. Not only is the suggestion that Whirlpool has no control over how the Whirlpool
 28 Plans administered a blatant lie, but Whirlpool’s social media post instructing the consumer
 to call (866) 265-2137 is a public admission of Whirlpool’s deception. This is a phone number
 that is monitored by Whirlpool itself — not AIGWG or any other party.

1 **A. Facts as to Plaintiff**

2 38. Around April 2020, Shellenberger purchased a KitchenAid dishwasher from
3 Best Buy for \$1,084.99 including taxes. To protect her dishwasher, she also purchased a GSP
4 Plan.

5 39. Based on her prior experience with service plans, Shellenberger understood her
6 GSP Plan to pay for all necessary repairs she would need during her plan term in the event of
7 an appliance malfunction that was covered under her plan. This was an accurate understanding
8 of the GSP Plan’s coverage benefits.

9 40. On one or more occasions during April and May 2020, Shellenberger received
10 marketing communications from Defendants. One of these was a communication (“KA Plan
11 Offer”) from AIGWG which was either mailed or emailed to her. The KA Plan Offer —
12 displaying the KitchenAid logo and signed by someone purporting to work for KitchenAid —
13 urged Shellenberger to protect her investment by purchasing a KitchenAid Service Plan
14 (“KitchenAid Plan”).

15 41. On information and belief, both a copy of the document template from which the
16 KA Plan Offer was generated and records of the communications that Defendants sent to
17 Shellenberger exist in their business records. Defendants’ marketing communications, which
18 Shellenberger continues to receive, describe the benefits of the KitchenAid Plan using
19 identical language. Attached to this Complaint as Exhibits 4, 5, and 6 are three examples of
20 the letters Shellenberger received between 2020 and 2023 where the KitchenAid Plan’s
21 benefits are described using identical language.

22 42. The KA Plan Offer described the KitchenAid Plan as offering repair or
23 replacement benefits for covered malfunctions at no out-of-pocket expenses to the consumer
24 and paying for 100% of the required parts and labor for such repairs. It also emphasized
25 KitchenAid’s affiliation with the plan through representations that appliance repairs would be
26 provided by KitchenAid certified technicians using factory certified parts.

1 43. The KA Plan Offer gave Shellenberger the option to select different plan terms,
2 with the plan price increasing for longer coverage terms. Shellenberger understood this to
3 mean that she would be entitled to receive the repair or replacement coverage under her
4 KitchenAid Plan for the duration of the plan term she chose to purchase.

5 44. Nothing in the KA Plan Offer put Shellenberger on notice that her appliance
6 malfunctions may be resolved in a manner that would leave her without a working appliance,
7 or that she may need to incur out-of-pocket expenses to resolve a malfunction that was covered
8 under a KitchenAid Plan.

9 45. Similarly, nothing in the KA Plan Offer put Shellenberger on notice that the
10 repair benefits, which Defendants represented as lasting for the full duration of a KitchenAid
11 Plan, would stop being available to Shellenberger upon Defendants' decision to Buyout her
12 appliance.

13 46. Shellenberger also visited the KitchenAid website and viewed the representation
14 that is attached hereto as Exhibit 7. Shellenberger does not remember the exact date of this
15 visit. However, on information and belief, this information can be ascertained from
16 Defendants' business records because Defendants keep records of certain consumer
17 interactions initiated through the KitchenAid website such as when Shellenberger would have
18 visited it to register her KitchenAid dishwasher.

19 47. After viewing the pricing for the KitchenAid Plan and seeing it was lower than
20 what she had paid for her GSP Plan, Shellenberger reasoned that she could save money by
21 cancelling her GSP Plan to obtain a refund and purchasing a KitchenAid Plan instead. She
22 called the phone number listed in the letter and spoke to an agent whom she understood to be
23 a Whirlpool employee.²

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² As of April 25, 2024, the afterhours recording for this number informs the caller that they have
26 reached the KitchenAid Service Plans.

1 48. Shellenberger provided her payment information to the agent and purchased a
2 three-year KitchenAid Plan which was represented to her as becoming effective after the
3 original manufacturer's warranty expired and continuing for three more years through 2024.

4 49. After purchasing her KitchenAid Plan, Shellenberger received a confirmation
5 email which was sent from KitchenAid@kitchenaid.messages1.com, displayed the
6 KitchenAid® logo, and thanked her for purchasing “a genuine KitchenAid® service plan”.

7 50. The email transmitted details about her KitchenAid Plan, such as the dates of
8 coverage and the model number of her covered dishwasher, and stated: “For questions on your
9 service plan, or to request service, please call KitchenAid Service Plans at 866-265-2082 or
10 visit us online at serviceplans.kitchenaid.com.”

11 51. Every interaction Shellenberger had with the Defendants suggested that she was
12 dealing with KitchenAid and getting the benefits advertised in the KA Plan Offer. Nothing
13 put her on notice that her plan benefits may be something less or made her think Defendants
14 might include terms in her Service Contract that contradict their representations.

15 52. Soon after purchasing her KitchenAid Plan, Shellenberger cancelled her GSP
16 Plan to obtain a refund and, therefore, gave up the coverage she was entitled to under that
17 plan.

18 53. Shellenberger's dishwasher started to malfunction soon after purchase. The
19 gasket on the dishwasher door panel started to ripple and lift from the door panel and sustain
20 damage during the operation of the dishwasher. After each wash cycle, Plaintiff observed a
21 black residue from this damage and wear. Shellenberger contacted Whirlpool and was able to
22 get the gasket replaced under the manufacturer's warranty.

23 54. Sometime in 2022, the replaced gasket Whirlpool had installed on the
24 dishwasher started to exhibit similar problems. Around September 2022, Shellenberger called
25 Whirlpool and submitted a claim under her KitchenAid Plan. Whirlpool informed
26 Shellenberger that there were no appointments available in their network, but she could hire

1 an independent repair company to fix her appliance, pay out-of-pocket fees for the services of
2 this repair service (which contradicted AIGWG’s promise of no out-of-pocket expenses for
3 covered repairs), and seek reimbursement from Whirlpool.

4 55. Whirlpool also informed Shellenberger that the third-party repair service would
5 have to comply with various conditions before it could proceed with the repair of her
6 appliance. These included performing a diagnostic service, then sending Whirlpool a written
7 repair estimate along with the full list of replacement parts that would be used to carry out the
8 repairs, obtaining approval from Whirlpool to proceed with the repairs, and waiting for
9 Whirlpool to mail the replacement parts that the repair service had identified.

10 56. Shellenberger spent over a week calling local repair services in an effort to find
11 someone who would repair her appliance under the terms Whirlpool required. She was
12 unsuccessful and gave up. She continued to use the dishwasher and continued cleaning the
13 accumulated black debris out of her dishwasher after each use.

14 57. Around February 2023, Shellenberger’s dishwasher stopped working. She
15 submitted a claim to Whirlpool under her KitchenAid Plan and was informed that, under the
16 terms of her Service Contract, her appliance would be bought out for \$764.36— an amount
17 insufficient to pay for a replacement dishwasher. Shellenberger asked for her dishwasher to
18 be replaced but was told that a replacement was not available. Whirlpool told her that she
19 could either accept the Buyout or get nothing.

20 58. Even though Shellenberger had bargained and paid for three years of coverage
21 for her KitchenAid Plan, Defendants stopped offering repair or replacement coverage to
22 Shellenberger pursuant to a provision in her Service Contract.³ Therefore, Shellenberger also
23 had to purchase and pay for a new service plan to protect her new dishwasher.

24 _____
25 ³ Attached as Exhibit 8 is a copy of the Service Contact which, according to Defendants’ website,
26 governs Shellenberger’s KitchenAid Plan. Defendants rely on Section 20 of this contract to
assert that all contractual obligations they owe for a covered product are satisfied if they Buyout
or exchange a product.

1 59. Since the \$764.36 payment was insufficient to pay for a new dishwasher and a
2 repair plan, Shellenberger ended up supplementing the payout she received from Whirlpool
3 with her own funds.

4 60. Despite not having any factory certified technicians in Shellenberger's area,
5 AIGWG continued to send her marketing offers urging her to purchase another KitchenAid
6 Plan with the same false representation that repairs are only provided by "Factory Certified
7 Technicians." Exhibit 6.

8 61. If the coverage limitations in her Service Contract and the limited availability of
9 factory certified repair technicians had been disclosed to Shellenberger prior to her plan
10 purchase, she would not have purchased a KitchenAid Plan. She would have kept her GSP
11 Plan and would have avoided the additional out-of-pocket expenses she had to incur as a result
12 of Defendants' decision to buyout her appliance.

13 **B. Undisclosed Facts About the Whirlpool Plans**

14 62. The Whirlpool Plans materially differ from the representations made on
15 AIGWG's marketing materials and websites in several ways including how the plans compare
16 to the Whirlpool Warranty, the extent of repair or replacement coverage consumers receive
17 under the Whirlpool Plans, and Defendants' policies for administering claims submitted by
18 Plan Purchasers.

19 63. Defendants' business practice is to disclose some of these facts to the Plan
20 Purchaser eventually, but only after she has purchased a Whirlpool Plan and been sent her
21 Service Contract.

22 64. Many material facts about the Whirlpool Plans are not disclosed to the
23 consumers in Defendants' marketing documents or elsewhere as of the time that they are
24 purchasing the Whirlpool Plan. Even for consumers who receive and review their Service
25

1 Contract, these facts are difficult to uncover because they are (i) not clearly disclosed, (ii)
2 buried under misleading headings in the Service Contract where the typical consumer would
3 not know to look for them, and (iii) obfuscated by other Service Contract provisions that
4 suggest their use is limited. These inadequately disclosed facts include the following:

- 5 a. The Service Contract gives Defendants the option, at their sole
6 discretion, to refuse the repair or replacement of a covered appliance by
7 exercising a Buyout and making a Settlement Payout to the Plan
8 Purchaser;
- 9 b. The Settlement Payout is capped at 75% of the purchase price that the
10 Plan Purchaser paid for the appliance – an amount that is so low that it
11 often fails to cover even simple repair claims and, by its very definition,
12 is also insufficient to pay for a replacement appliance;
- 13 c. For Plan Purchasers who purchase a Whirlpool Plan after purchasing
14 their appliance, Defendants’ maximum liability for a filed claim can be
15 as low as 25% of the purchase price of the appliance;
- 16 d. Upon exercising the Buyout option, Defendants claim that their
17 obligations under the Service Contract are satisfied and the Plan
18 Purchaser loses the remaining coverage that she bargained and paid for
19 under the Whirlpool Plan.
- 20 e. The Service Contract provides that Defendants can require the Plan
21 Purchaser to surrender her appliance upon their decision to exercise a
22 Buyout. This provision further robs the Plan Purchaser of the benefit she
23 was promised to have a working appliance during the term of her Service
24 Plan because surrendering her appliance necessarily prevents her from
25 supplementing Defendants’ inadequate Settlement Payout with her owns
26 funds in order to have a third-party repair the appliance.

1 65. Some other Service Contract provisions allow for outcomes which Defendants,
2 as the parties administering the plans, fully understand but consumers reviewing a Service
3 Contract would have no way to know about. If known to the average consumer, these facts
4 would deter them from purchasing a Whirlpool Plan. They include the following:

- 5 a. It is Defendants' business policy to increase their profits through the
6 systematic exercise of Buyouts which Defendants use to avoid having to
7 repair or replace an appliance that is covered under a Whirlpool Plan;
- 8 b. For each Whirlpool Plan they sell, Defendants establish an undisclosed
9 Payout Limit which they use when deciding whether to repair or replace
10 a covered appliance or to exercise a Buyout. Third-party services who
11 contract to perform repairs on appliances covered under the Whirlpool
12 Plan are aware that there is a dollar limit beyond which Defendants will
13 not pay for repairs;
- 14 c. When the estimated repairs under a claim exceed the Payout Limit,
15 Defendants routinely exercise their Buyout option even if the product can
16 be repaired. Defendants exercise their Buyout option in order to boost
17 their profits even though they know, or should know, that their decision
18 to exercise these options would result in the Plan Purchaser not being
19 made whole as to the appliance she would have to replace and the
20 Whirlpool Plan coverage she already paid for;
- 21 d. Contrary to Defendants' marketing materials which do not disclose the
22 Buyouts and the Service Contract which vaguely provides the contractual
23 bases for it under the guise that this is a remedy that Defendants might
24 utilize only on occasion, Defendants' Payout Limit policy is an integral
25 part of their business model. In failing to fully disclose the Payout Limit
26 to consumers, Defendants deprive consumers of material information

1 that is relevant to their decisions to purchase a Whirlpool Plan or (having
2 been informed of this information after plan purchase) to cancel their
3 Whirlpool Plan in order to obtain a refund;

4 66. The foregoing practices, which Defendants do not disclose at time of purchase,
5 render the Whirlpool Plans essentially worthless or, at minimum, reduce the economic value
6 of a Whirlpool Plan substantially below what a reasonable consumer would be willing to pay
7 for it if she knew of these practices prior to purchase.

8 67. The foregoing practices render Defendants' marketing representations about the
9 advertised duration of a Whirlpool Plan false. For example, Shellenberger purchased a three-
10 year plan and was not informed that she would prematurely lose the plan coverage she
11 purchased if she filed a claim that triggered Defendants' decision to exercise a Buyout. Upon
12 exercising their Buyout option, AIGWG or the Administrator considered their obligations
13 under the plan fully satisfied even though there was time remaining under Shellenberger's
14 plan.

15 68. The Whirlpool Plan offers a level of coverage that is materially inferior to that
16 provided under the Whirlpool Warranty because, unlike the Whirlpool Warranty, (i) the repair
17 or replacement coverage available under the Whirlpool Plan can end before the plan duration
18 the Plan Purchaser selected if Defendants' decide to buyout the covered appliance; (ii) the
19 terms of the Whirlpool Plans allow for Defendants to avoid having to repair or replace a
20 covered appliance by exercising a Buyout; (iii) upon the exercise of a Buyout, Defendants can
21 require the Plan Purchaser to surrender her appliance, thereby making it impossible to have a
22 third-party repair the appliance; *and* (iv) the access to factory certified repair technicians
23 under the Whirlpool Plan is inferior to that available under the Whirlpool Warranty.

24 **C. Facts as to Whirlpool**

25 69. Whirlpool is liable for the violations alleged in this complaint for conduct
26 including but not limited to the following:

- 1 a. Whirlpool gives AIGWG permission to market the Whirlpool Plans
2 under its trademarked brand names such as the “Whirlpool Plan” and the
3 “KitchenAid Plan”;
- 4 b. Whirlpool directly or indirectly shares the names and contact information
5 of consumers who submit appliance registration information to it with
6 AIGWG or its agents, who then solicit these consumers to purchase
7 Whirlpool Plans;
- 8 c. In literature that it provides to consumers in conjunction with the sale of
9 a Whirlpool Appliance, Whirlpool inserts language that leads consumers
10 to believe the Whirlpool Plans are offered by Whirlpool and are an
11 extension of, or an improvement over, the Whirlpool Warranty, or are
12 backed by Whirlpool.
- 13 d. Whirlpool owns and controls the Whirlpool Websites where it allows the
14 Whirlpool Plans to be marketed in a misleading manner and to be sold to
15 consumers. Whirlpool permits and participates in these activities even
16 though it knows or should know that its conduct violates the statutes
17 identified herein, that the Whirlpool Plans impose conditions on Plan
18 Purchasers that are inconsistent with the representations made on the
19 Defendants’ marketing materials, and that Defendants’ business
20 practices are inconsistent with the terms of the Service Contracts being
21 sold to consumers;
- 22 e. Whirlpool is identified as the plan Administrator in Service Contracts
23 sold after June 13, 2022;
- 24 f. During at least some of the Class Period, Whirlpool:
25 i. Managed consumer inquiries and complaints about the Whirlpool
26 Plans;

- 1 ii. Represented itself as a party to the Service Contract by sending
- 2 communications to Plan Purchasers – including Buyout Letters –
- 3 which contain Whirlpool trademarks, referring to the author of
- 4 the communications as “we”, requesting that responses to
- 5 Whirlpool Plan related communications be sent to email domains
- 6 it controls (e.g., AIGService@whirlpool.com), and signing such
- 7 communications as the “Whirlpool Corporation”;
- 8 iii. Serviced the appliances covered under Whirlpool Plans;
- 9 iv. Enforced policies requiring Plan Purchasers to comply with
- 10 Buyout conditions; *and*

- 11 i. Whirlpool receives financial benefits from its collaboration with
- 12 AIGWG on the marketing and sale of Whirlpool Plans to consumers.

13 **D. Facts as to AIGWG**

14 70. AIGWG is a wholly owned subsidiary of American International Group, Inc.
15 (“AIG”), a multinational finance corporation. AIG approaches manufacturers like Whirlpool
16 to promote its “AIG Warranty & Service Programs,” presents itself as “Warranty Program
17 Pioneers,” and offers them business partnerships which, according to AIG marketing
18 materials, include “comprehensive extended warranty, device protection insurance, and
19 related services for OEM, retailers, home warranty, and HVAC dealers and distributors”
20 offered through AIG’s “best-in-class 50-state service network.”

21 71. AIG has an ongoing business partnership with Whirlpool for the marketing and
22 sale of service plans which is carried out through two wholly owned AIG subsidiaries —
23 AIGWG and AIGWFS.

24 72. According to these companies’ annual filings with various administrative
25 agencies, AIGWG and AIGWFS are governed by almost identical key personnel. All of the
26 key personnel at these two companies appear to be full-time AIG employees, mostly working

1 out of AIG’s corporate offices in New York. Through their involvement in all three AIG
2 entities, these individuals ensure that the partnership negotiated between Whirlpool and AIG
3 is carried out consistently in all fifty states.

4 73. AIGWG is identified as the “Obligor” in Whirlpool Service Plans sold in all
5 U.S. states except Florida and Oklahoma.

6 74. All Whirlpool Plans — including those sold in Florida and Oklahoma — are
7 “offered, sold, and issued” by AIGWG.

8 75. AIGWG is liable for the violations alleged in this complaint for conduct
9 including but not limited to the following activities:

- 10 a. Despite knowing the misleading nature of the representations that are
11 made about the Whirlpool Plans, AIGWG markets these plans through
12 various means and allows them to be marketed through the Whirlpool
13 Websites;
- 14 b. AIGWG creates or approves the use of the Service Contract – a contract
15 of adhesion authored by AIGWG or its agents – for the Whirlpool Plans;
- 16 c. AIGWG represents itself as the party issuing the Whirlpool Plans;
- 17 d. AIGWG is identified as the Obligor in, and agrees to be bound by, the
18 Security Contract for Whirlpool Plans sold in all U.S. states except
19 Florida and Oklahoma;
- 20 e. AIGWG uses or allows to be used Whirlpool’s trademarks in
21 communications that are sent to Plan Purchasers under the Whirlpool
22 Plan;
- 23 f. AIGWG administers, or instructs or permits Whirlpool to administer, the
24 Whirlpool Plans in a manner that results in the Buyout options to be
25 exercised in contradiction to the representations made on the Whirlpool
26 Websites and in the Service Contracts;

- 1 g. AIGWG establishes or sanctions the establishment of a Payout Limit for
- 2 the appliances that are covered under the Whirlpool Plans;
- 3 h. AIGWG institutes, sanctions, or permits the business policies that trigger
- 4 the Buyout option under the Service Contract when a Payout Limit is
- 5 reached or likely to be reached;
- 6 i. AIGWG receives financial benefits from its collaboration with
- 7 Whirlpool on the marketing and sale of Whirlpool Plans to consumers.
- 8

9 **V. CLASS ALLEGATIONS**

10 76. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff bring this
11 action on behalf of herself and the following proposed Classes, defined as follows:

12 All persons who, at any time during the period beginning four
13 years prior to the filing of this Complaint, purchased a
14 Whirlpool Plan for an appliance that was domiciled in the State
of Washington at the time they purchased a Whirlpool Plan.

15 77. Excluded from the proposed Class are any officer or director of Defendants; any
16 officer or director of any affiliate, parent, or subsidiary of Defendants; anyone employed by
17 counsel in this action; and any judge to whom this case is assigned, his or her spouse, and
18 members of the judge's staff.

19 78. **Numerosity.** Members of the proposed Class likely number in the thousands and
20 are thus too numerous to practically join in a single action. Membership in the Class is readily
21 ascertainable from Defendants' own records.

22 79. **Commonality and Predominance.** Common questions of law and fact exist as
23 to all proposed Class members and predominate over questions affecting only individual Class
24 members. These common questions include:

- 25 a. Whether Defendants engaged in the wrongful conduct alleged herein;
- 26 b. How Defendants generate, execute, and administer the Service

1 Contracts;

2 c. How Defendants market the Whirlpool Plan to the Class;

3 d. Defendant's business policies and procedures for transmitting Service
4 Contracts, Certificates of Coverage, and other documents to the Class;

5 e. The relationship between the Whirlpool Plan terms that a reasonable
6 consumer can expect based on Defendants' website representations of
7 these plan and the actual terms of the Whirlpool Plan as they are provided
8 in the Service Contracts;

9 f. The relationship between the terms of the Whirlpool Plans as they are
10 stated in the Service Contracts and how Whirlpool Plans are actually
11 administered through Defendants' business practices;

12 g. The difference in the economic value of the Whirlpool Plans (i) as the
13 reasonable consumer would expect them to function based on
14 Defendants' representations; (ii) as they should be functioning under the
15 terms of the Service Contracts; and (iii) as they are provided to the Class
16 as a result of their being administered pursuant to Defendants' policies.

17 80. Defendants engaged in a common course of conduct giving rise to the legal rights
18 sought to be enforced by Plaintiff individually and on behalf of the other Class members.
19 Similar or identical statutory and common law violations, business practices, and injuries are
20 involved. Individual questions, if any, are less, in both quantity and quality, to the numerous
21 questions that dominate this action.

22 81. **Typicality.** Plaintiff's claims are typical of the claims of the members of the
23 Class. All Class members were sold Whirlpool Plans pursuant to Service Contracts which
24 were not made available to them in a readily identifiable manner and contained material terms
25 that were either not fully and conspicuously disclosed or fully omitted. All Class members
26 were sold Whirlpool Plans under false representations. These representations materially

1 differed from both the benefits that are stated in the Service Contracts governing these plans
2 and, from the way Defendants administered the Whirlpool Plans. Defendants' misconduct
3 impacted all Class members in the same manner. Individual variations in the damages that
4 Defendants' conduct caused to each Class member, which might impact the awards due to
5 each of them, can be addressed through rules, methods, and procedures that are the same for
6 each Class.

7 **82. Adequacy of Representation.** Plaintiff is an adequate representative of the
8 Class she seeks to represent because her interests do not conflict with the interests of the other
9 Class members; she has retained counsel competent and experienced in complex class action
10 litigation, and Plaintiff will prosecute this action vigorously. The interests of the Class will be
11 fairly and adequately protected by Plaintiff and her counsel.

12 **83. Superiority.** A class action is superior to any other available means for the fair
13 and efficient adjudication of this controversy, and no unusual difficulties are likely to be
14 encountered in the management of this matter as a class action. The damages, harm, or other
15 financial detriment suffered individually by Plaintiff and the other Class members are
16 relatively small compared to the burden and expense that would be required to litigate their
17 claims on an individual basis against Defendants, making it impracticable for Class members
18 to individually seek redress for Defendants' wrongful conduct. Even if Class members could
19 afford individual litigation, the court system could not. Individualized litigation would create
20 a potential for inconsistent or contradictory judgments and increase the delay and expense to
21 all parties and the court system. By contrast, the class action device presents far fewer
22 management difficulties and provides the benefits of single adjudication, economies of scale,
23 and comprehensive supervision by a single court.

1 VI. CAUSES OF ACTION

2 COUNT ONE

3 **Violations of the Washington Consumer Protection Act, RCW § 19.86, et seq.**

4 **(On behalf of Plaintiff and the Class)**

5 84. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

6 85. Each Defendant is a “person” within the meaning of the Washington Consumer
7 Protection Act, RCW 19.86.010(1), and it conducts “trade” and “commerce” within the
8 meaning of RCW 19.86.010(2). Plaintiff and other members of the Class are “persons” within
9 the meaning of RCW 19.86.010(1).

10 86. Defendant engaged in unfair or deceptive acts that affect public policy by
11 marketing Whirlpool Plans to consumers under representations that they knew to be untrue.

12 87. Defendant further engaged in unfair or deceptive act that affect public policy by
13 failing to disclose material facts about the Whirlpool Plans including Service Contract
14 provisions and information about their plan administration in their Whirlpool Plan marketing
15 materials which contained representations that were inconsistent with these undisclosed
16 material facts.

17 88. Defendants’ material omissions and misrepresentations about the Whirlpool
18 Plans is unfair because these acts and practices caused Plan Purchasers to purchase Whirlpool
19 Plans that they would not have otherwise purchased, or to overpay for Whirlpool Plans in
20 reliance of Defendants’ omissions and misrepresentations. As such, Defendants’ practices
21 were unfair, unethical, immoral, oppressive, and/or unscrupulous.

22 89. Defendants’ unfair acts have injured a substantial portion of the public.
23 Defendants’ general course of conduct as alleged herein is injurious to the public interest, and
24 the acts complained of herein are ongoing and/or have a substantial likelihood of being
25 repeated.

26 90. Defendants’ unfair or deceptive acts occurred in trade or commerce.

1 91. As a direct and proximate result of Defendants' unfair acts and practices,
2 Plaintiff and Class members suffered injury in fact.

3 92. As a result of Defendants' conduct, Plaintiff and members of the Class have
4 suffered actual damages, including the monies they overpaid to purchase Whirlpool Plans.

5 93. Plaintiff and Class members are entitled to actual damages; treble damages
6 pursuant to RCW 19.86.090; costs of suit, including reasonable attorneys' fees; and such
7 further relief as the Court may deem proper.

8
9 **COUNT TWO**

10 **Breach of Contract**

11 **(On behalf of Plaintiff and the Class)**

12 94. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

13 95. Plaintiff entered into a Service Contract with AIGWG.

14 96. On information and belief, Whirlpool is a party to Plaintiff's Service Contract
15 because it was acting as the Administrator of the Service Contract at the times that Plaintiff
16 submitted claims pursuant to her Service Contract. As Administrator, Whirlpool had a duty
17 to ensure that Plaintiff received the coverage benefits she was entitled to receive under the
18 Service Contract.

19 97. Plaintiff performed in compliance with all material terms of the Service Contract.

20 98. Defendants materially breached their obligations to Plaintiff by failing to provide
21 her with repair, replacement, or Buyout benefits for the claim she submitted around September
22 2022 as they were required to do under the terms of her Service Contract.

23 99. Plaintiff was harmed as a result of not receiving the benefits she had bargained
24 and paid for. She is entitled to recover the value of the repair services that she did not receive
25 despite being entitled to and to other damages according to proof.

COUNT THREE

Breach of Implied Covenant of Good Faith and Fair Dealing

(On behalf of Plaintiff and the Class)

100. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

101. “There is in every contract an implied duty of good faith and fair dealing. This duty obligates the parties to cooperate with each other so that each may obtain the full benefit of performance.” *Badgett v. Sec. State Bank*, 116 Wash. 2d 563, 569 (1991).

102. Plaintiff’s Service Contract is a contract of adhesion that is drafted by Defendants and offered to consumers on a take-or-leave basis.

103. In this Service Contract, Defendants have reserved for themselves complete discretion to resolve Plaintiff’s claims by repairing, replacing, or buying out Plaintiff’s appliance.

104. In deciding whether to resolve a claim through a repair, a replacement, or a buyout, Defendants had a duty to ensure that the claim resolution mechanism they selected did not deprive Plaintiff of the full benefit of the performance she is entitled to under the Service Contract.

105. Defendants breached this duty of good faith and fair dealing by choosing to resolve Plaintiff’s 2022 claim with a repair when they knew that they had no repair technicians in their network and, therefore, they could not fulfill their contractual obligations if they chose a repair as the means by which Plaintiff’s claim would be resolved.

106. Both the replacement and the buyout option were means that were available to Defendants at the time and would have allowed them to perform their obligations under the Service Contract.

107. Defendants’ breach of their duty of good faith and fair dealing is all the more egregious because they chose to resolve Plaintiff’s subsequent 2023 claim with a buyout — against Plaintiff’s wishes — when it financially benefited them to utilize this option. This

1 latter act further demonstrates that the buyout option was available for Defendants to resolve
2 Plaintiff's 2022 claim, which Defendants did not do at the time, and thereby deprived Plaintiff
3 of the coverage she was entitled to under her Service Contract.
4

5 **VII. PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually, and on behalf of herself and all others similarly
7 situated, respectfully request the Court enter an order:

- 8 a. Certifying the proposed Class as requested herein;
9 b. Appointing Plaintiff as Class Representative and the undersigned counsel
10 as Class Counsel;
11 c. Finding that Defendants engaged in unlawful conduct as alleged herein;
12 d. Awarding Plaintiff and Class Members appropriate monetary relief,
13 including damages and punitive damages;
14 e. Awarding Plaintiff and Class Members pre-judgment and post-judgment
15 interest on all amounts awarded;
16 f. Awarding Plaintiff and Class Members reasonable attorneys' fees, costs,
17 and expenses;
18 g. Requiring Defendants to pay the costs involved in notifying the Class
19 members about the judgment and administering the claims process; *and*
20 h. Granting such other relief as the Court deems just and proper.
21

22 **JURY DEMAND**

23 Plaintiff demands a trial by jury on all issues so triable.
24
25
26

1 Dated this 10th day of May, 2024

2
3
4 /s/ Evan E. Sumer

Evan E. Sumer, CA State Bar No. 329181 (*Pro*
Hoc Vice forthcoming)

5 Law Office of Evan Sumer

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7 Corte Madera, CA 94925

8 Telephone: (415) 294-1966

9 Email: ems@consumerlaw.us

10 And –

11 /s/ Gregory W. Albert

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17 Email: greg@albertlawpllc.com

18 /s/ Tallman H. Trask, IV

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25 *Attorneys for Plaintiff Hadassah Shellenberger*

26
27 CLASS ACTION COMPLAINT
28 FOR DAMAGES - 28


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EXHIBIT 1

 **Brenda Reddout** @BrendaReddout · Apr 2 ...
[@KitchenAidUSA](#) three times in 16 months my stove has had the same issue. Twice **Kitchenaid** has fixed the same issue. Now I'm told to buy an **extended warranty** because **Kitchenaid** will not fix the defect again. Don't buy **Kitchenaid** appliances!

1 ↻ ❤ 16 📌 ↗

 **Tim Novits** @TimNovits · Jan 4 ...
Whirlpool sold a **extended warranty** to my 92 yr. old Grandmother on her refrigerator that the parts are obsolete. Then offer her \$800.00, 45% of the price she paid for it . She just paid them \$400.00 for the **extended warranty**. How is this legal?

2 ↻ 1 ❤ 4 60 📌 ↗

 **Butch Weston** @ButchWeston · Dec 14, 2023 ...
Warning!! Don't buy a **Whirlpool** dishwasher. Mine is only two years old and it's busted. \$600 down the tube. Ridiculous that they want to sell you a "**service plan**" for \$150 when you buy it. A 5-year warranty should be included in the price. [@Whirlpoolusa](#) [@WhirlpoolCorp](#)

2 ↻ 1 ❤ 2 49 📌 ↗

 **Ron Caperton** @ron_caperton · Nov 25, 2022 ...
[@KitchenAidUSA](#) bought a **KitchenAid** refrigerator 2.5 years ago and **extended warranty** from **KitchenAid**. Fridge quit working took 15 days for service person who said he had to order a part and that will take a week. Can't give give repair date. Will be without fried for a month.



Harish @Harishkpv · Aug 16, 2022



[@KitchenAidUSA](#) I bought a dishwasher directly from **KitchenAid** with **extended warranty**. After just over a year machine stopped working. Called warranty. So 3 weeks of dead machine, 2 visits from repair men, still no machine



2DoodlesRule @LilBuff9 · Dec 17, 2021



My 3 yr old dishwasher has been leaking for months. Under **extended warranty**. Whirlpool/**KitchenAid** is making us go thru warranty protocols before they will replace. I asked them if my floors are ruined as a result, will they be giving me the 15k to replace the 1500 sf of flooring.



Beth barden @Succotashme · Aug 19, 2021



Bought an **extended warranty**, have done everything asked of me. **Kitchenaid** do the right thing and honor your promise [#kitchenaid](#)



April Henry @aprilhenrybooks · May 18, 2021



My **Kitchenaid** oven is less than a year old and I've already had to contact service several times. The warranty expires at a year. And now they want to sell me an **extended warranty** for \$700, which, according to them is a bargain.

I wish I had never bought it.





Brad Bulkley @BradBulk · Mar 29, 2021

...

@KitchenAidUSA Have an existing extended **service plan**. Have an issue w the appliance covered and have tried for a week to reach **KitchenAid** by phone. Endless hold. Called sales of new service plans and they answer ASAP, but won't help. By design? Horrible service/waste of \$!



Every Kindness Matters @Coach49LAX · Mar 24, 2021

...

@KitchenAidUSA Please help!! I am trying to set up service on my oven with my **KitchenAid service plan**. Been on hold for 40 mins had to hang up. On hold again now 20+ mins calling 866-265-2082. Just automated and no one coming on the call. VERY FRUSTRATING



Justin Erfort @trofre · Mar 15, 2021

...

Replying to @KitchenAidUSA

A book is about all you'll be able to eat if you own one of @KitchenAidUSA 's poorly made ranges. My oven has been broken since December, and, despite being covered by an extended **service plan**, all **Kitchenaid** can offer is apologies. Unfortunately, apologies don't cook dinners.



Chinaemeze Chukuezi @ChinChukuezi · Dec 30, 2020


...







@WhirlpoolCare None cooling refrigerator with **Whirlpool extended warranty**. Called service support. Service repair came, declared refrigerator unrepairable. Waiting since Oct 27th 2020 for warranty follow-up. I have case SR# . Resolve right away food keeps rotting in refrigerator.









 **Laura Wolan** @laurawolan · Dec 1, 2020 ...
[@Whirlpool](#) [@kitchenaid](#) **extended warranty** plans. Do not buy! Service number has you on hold for hours.


 1   2   







 **Randy Weiss** @randitoblanco · Sep 8, 2020 ...
Replying to [@KitchenAidUSA](#)
My **service plan** was purchased through [@kitchenaid](#). Had a third party fix the problem in less than a day. Would like to cancel my service appt with you but there is no way to do it online and I don't have an hour and 54 minutes to wait on hold for an agent. Would like refund.

 **Christine Catanzarit** @christineandzen · Jun 26, 2020 ...
Replying to [@christineandzen](#)
[@KitchenAidUSA](#) "I bought an **extended warranty** from **KitchenAid** for my microwave and oven. I was contacted by **KitchenAid** about extending my warranty for my dishwasher which I did. Then m,I asked if I could extend the warranty on my microwave and oven." 2 of 5

 1     

 **burnt_out** @kimber_dancer · Oct 24, 2019 ...
[@KitchenAidUSA](#) I am on my 2nd refrigerator. Problem is unfixable, this the 2nd unit w/uneven shelves. I'm approved to get my money back. HOWEVER, **KitchenAid** is not offering to refund the money I paid on the **extended warranty**. How's that for customer service? [#neveragain](#)

 1     



Barabara Guarino @BarabaraGuarino · Sep 27, 2019



Don't buy **KitchenAid** refrigerators! **Extended warranty** does not guarantee a proper repair or a timely service



Dayle @DAYLEE · Apr 11, 2019



Manufacturers of dishwashers, washers and other big appliances should just tell it like it is.... We sell crap... so make sure you get the **extended warranty**. My 2 year old **Kitchenaid** dishwasher not working.... ;(



Joan McManus @joanm1225 · Dec 13, 2018



@[WhirlpoolCare](#) So my **Whirlpool Extended Warranty** says **Whirlpool** and has the Logo and they answer the phone as **Whirlpool** but apparently it's AIG????? What a scam..... still broken ref after 3 service calls.



Angel Anderson @Kahoots921 · Dec 22, 2017



KitchenAid Architect Series II KSC23C8EYY - The worse fridge ever!!!
[#Whirlpool](#) doesn't stand behind their product. [#KitchenAid](#) doesn't stand behind their products. **Extended warranty** bought from [#Whirlpool](#) is awful. Fridge has been broken since before Thanksgiving!!!




Joe Robertson @joe_robertson6 · Jun 10, 2016









The **KitchenAid extended warranty** I purchased was a huge mistake!
Waiting 10 days for a committee to make a decision. [#KitchenAid](#) [#failure](#)








EXHIBIT 2







 **KitchenAid** @KitchenAidUSA · 10h ...
Replying to [@HaramLegend681](#)
Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!


   1  16  






 **Whirlpool Corporation** @WhirlpoolCorp · 15h ...
Replying to [@MikeLarranaga](#)
Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!


    13  







 **Whirlpool Corporation** @WhirlpoolCorp · 15h ...
Replying to [@rawsugarartcle](#)
Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!


    12  







 **Whirlpool Care** @WhirlpoolCare · May 2 ...
Replying to [@natnuttysweets](#)
Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!


    2  







 **Whirlpool USA** @whirlpoolusa · Apr 29 ...
Replying to [@LyndaMR](#)
Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!

 1    45  

 **Whirlpool USA** @whirlpoolusa · Apr 29 ...
Replying to [@dannyp_31](#)
Hi Carol. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!

    73  

 **Whirlpool Care** @WhirlpoolCare · Apr 26 ...
Replying to [@ParkerDusseau](#)
Hi Parker. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!

    5  



Whirlpool Corporation @WhirlpoolCorp · Apr 25



Replying to [@danni_daniels](#)

Hi. We are sorry to hear about this concern. Please send us a DM on Instagram or Facebook with your name, physical address, phone number, email address, model/serial number, and if you have an extended **service plan**. We would be happy to assist you further. Thanks!



39







EXHIBIT 3

 **Whirlpool Care** @WhirlpoolCare · Apr 17 ...
Replying to @KimKeiferWall
The Extended **Service Plan** is for our records only. Contracts are available for purchase through Dealers and other entities outside of **Whirlpool**, so we do need to now if there will be a legally binding service contact that could interfere with our ability to assist in the future.

 1    13  

 **Maytag Care** @MaytagCare · Feb 19 ...
Replying to @CatGuyDave
or in regard to the service provider used to perform appliance repairs, are at the sole discretion of that **service plan** administrator. **Whirlpool** has no jurisdiction over your **service plan** or its administrator. (2 of 2)

    20  

 **Whirlpool Corporation** @WhirlpoolCorp · Aug 21, 2023 ...
Replying to @timothyjanicki
Hi Tim, your plan isn't owned by **Whirlpool**. By purchasing an extended **service plan** from a third party, you are contracting with that provider to administer service for your appliance in lieu of the manufacturer. Please call 8662652137 or visit spr.ly/6018Pma9Y for details.

 1    16  

 **KitchenAid** @KitchenAidUSA · Jul 14, 2023 ...
Replying to @EvaSalvagni
or in regard to the service provider used to perform appliance repairs, are at the sole discretion of that **service plan** administrator. **Whirlpool** has no jurisdiction over your **service plan** or its administrator. 2/2

    23  



KitchenAid @KitchenAidUSA · Nov 2, 2022



Replying to @ImDickPlant

We're sorry to hear of the concerns that you've experienced with your Refrigerator. Your **extended warranty** is not administered directly by **KitchenAid** and has no jurisdiction over your contract or its administrator. Please reach out to them directly for further assistance.

twitter.com/messages/compo...



1



1



Whirlpool USA @whirlpoolusa · Sep 8, 2022



Any decisions made by an extended **service plan** provider, in regard to continued repair of your product versus replacement or reimbursement, are at the sole discretion of that **service plan** administrator. **Whirlpool** has no jurisdiction over your **service plan** or its administrator.



1



Whirlpool Care @WhirlpoolCare · Jul 8, 2022



Replying to @glawrence

Any decisions made by an extended **service plan** provider, to continue the repair of your product vs replacement, or the service provider used to perform repairs, are at the sole discretion of that **service plan** administrator. **Whirlpool** has no jurisdiction over your **service plan**.



1





KitchenAid @KitchenAidUSA · Apr 15, 2022



Replying to @JaneAsher

We are sorry for your inconvenience. Any decisions made by an Extended **Service Plan**, in regard to repair vs replacement are at the discretion of that **service plan**. **KitchenAid** has no jurisdiction over your plan. Please contact the extended warranty plan for further assistance.

twitter.com/messages/compo...



Whirlpool Care @WhirlpoolCare · Mar 28, 2022



We apologize for any inconvenience this may have caused. **Whirlpool** has no jurisdiction over your **service plan** or its administrator. You would need to contact the extended warranty provider for assistance with finding a resolution. twitter.com/messages/compo...



Whirlpool Care @WhirlpoolCare · Mar 18, 2022



Replying to @nymomto3boys

Your comments have been documented and are available for review should you need to contact **Whirlpool** at a future date. However, in regard to resolving your current Refrigerator concern, you will need to speak with your **Service Plan** Administrator for further assistance.

twitter.com/messages/compo...



WVSteveP @SPoland1 · Jan 15, 2022





Replying to @whirlpoolusa







Update. I provided the requested information to **Whirlpool** but we landed on "Unfortunately, we are unable to offer any further assistance to you since you are currently under an Extended **Service Plan**. You will need to continue to work with your Extended Service Provider." 1/2



 **KitchenAid** @KitchenAidUSA · Sep 15, 2021 ...
Replying to [@mckennagene](#)
KitchenAid has no jurisdiction over your **service plan** or its administrator.
2/2

 2  1    

 **KitchenAid** @KitchenAidUSA · Aug 31, 2020 ...
Replying to [@davidmays](#) [@WhirlpoolCare](#) and [@HomeDepot](#)
Your comments have been documented in your customer file and are available for review should you need to contact **KitchenAid** at a future date. However, in regard to resolving your current appliance concern, we must refer you to your **service plan** administrator. 3/4

 **Heather Cole** @statistical_jmp · Dec 15, 2020 ...
I have been waiting months for my [@KitchenAidUSA](#) dishwasher to be fixed, it's still not working and **kitchenaid** won't do anything because I got an **extended warranty**. #2020

EXHIBIT 4



Important Customer Information For:



Dassy Shellenberger

ACT BEFORE 12/01/2021

Dear Dassy,

Continue to enjoy your KitchenAid Dishwasher with the reliance of a KitchenAid Service Plan. Maximize the life of your product and avoid unexpected costs related to repairs.

KitchenAid Service Plan Benefits*

- **No Service Fee:** No out-of-pocket expenses on covered repairs and replacements.
- **Customer Satisfaction:** U.S. based customer care center.
- **Valuable Protection:** 100% parts and labor for covered repairs, where applicable.
- **Service by KitchenAid:** Only authorized technicians.

Planning now will save you time and money in the years to come.

Sincerely,

Maria Perez

Maria Perez
KitchenAid Service Plan Team

There is a 60-day wait period from your contract purchase date before coverage will begin.

THREE EASY WAYS TO GET STARTED



Go Online

serviceplans.kitchenaid.com Using Invitation Number and Authorization Code below



Complete and Mail

Using the coupon below



Call 866-265-9219

Monday to Friday: 9:00am-9:00pm EST, Saturday: 9:00am-5:30pm EST
Servicio al cliente disponible en español a solicitud. Comuníquese al 866-265-9219.

Protect Your Investment

Invitation Number: 9464-63-3879

Authorization Code: 0162-47-9662

Offer Expires: 12/01/2021

Product

Dishwasher

Model #

KDFM404KBS

Serial #

FX0601268

SAVE: 50% by purchasing 4 years of coverage.

If you have already responded, please disregard this letter.

*KitchenAid Service Plans are offered, sold and issued by AIG WarrantyGuard, Inc., 650 Missouri Avenue, Jeffersonville, IN 47130, an affiliate of American International Group, Inc. (AIG). Limitations and exclusions apply. See the complete terms and conditions at serviceplans.kitchenaid.com/details. KitchenAid is not affiliated with AIG or any of its affiliates. KitchenAid trademarks used with permission.

Detach and return in the enclosed envelope

FLR-ANY-KIT-01049

Invitation Number: 9464-63-3879

Offer Expires: 12/01/2021

LAP02M-2-KIT-1-LV73-S53817-SD2021-10-22

STEP 1: Select a Plan

STEP 2: Select a Payment Method

Save 50%

4 Year

3 Year










1 Year

Charge my Credit Card (Charge will appear as Appliance Svc Plan)

VISA® MasterCard® American Express® Discover®

The KitchenAid Service Plan Advantage

Get the only plan backed by the manufacturer beyond the limited standard warranty period.

	KitchenAid Plan	Typical Retailer's Plan
 Factory Certified Parts	✓	✗
 Factory Certified Technicians	✓	✗
 Convenient Payment Options	✓	✗
 Create Multi-Product Plans & Save	✓	✗
 Food Spoilage Protection	✓ Up to \$250	Varies based on retailer (as low as \$150)
 No-Lemon Policy	✓	✓
 Transferable	✓	✓
 Risk-Free Cancellation	✓	✓
 Multi-Year Plan Options	✓	✓

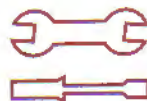
Call 866-265-9219 or visit serviceplans.kitchenaid.com for more information.

A Simple Service Solution

As you rely on your product in the years to come, if the need for service should arise, you're covered. Simply contact us and we will schedule service at a time that is convenient for you.



Easy claims process, simply call 866-265-2082.



Service is performed by our nationwide network of authorized service technicians.



Your product repaired to the KitchenAid quality you expect with factory certified parts.

Please send payments to:

Service Plans
PO Box 733685
Dallas, TX 75373-3685

Name, address, or email change?

Name: _____

Address: _____

A Simple Service Solution

As you rely on your product in the years to come, if the need for service should arise, you're covered. Simply contact us and we will schedule service at a time that is convenient for you.



Easy claims process,
simply call 866-265-2082.



Service is performed by
our nationwide network of
authorized service technicians.



Your product repaired to the
KitchenAid quality you expect
with factory certified parts.

Please send payments to:

Service Plans
PO Box 733685
Dallas, TX 75373-3685

***Installment Plan:**

Your plan must be paid in full before you are eligible to file a claim. Remaining payments will be charged to the credit card you provided. Charge will appear on your statement as Appliance Svc Plan.

Name, address, or email change?

Name: _____

Address: _____

City: _____

State: _____

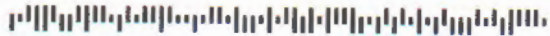
Zip: _____

E-mail: _____

- I do not wish to receive special offers, promotions or other e-mail marketing communications from KitchenAid brand and its affiliated brands. All information we gather is governed by our privacy statement. For more information and for a list of affiliated brands, please visit our website at www.whirlpoolcorp.com/privacy-statement/.

EXHIBIT 5

Important Customer Information For:



Dassy Shellenberger 25



Extend Your Protection and Save

Dear Dassy,

As the owner of a KitchenAid Dishwasher, you understand the everyday reliance on your product. That is why we are reminding you to select a KitchenAid Service Plan and protect your investment.

KitchenAid Service Plan Benefits*

- No Service Fee: No out-of-pocket expenses on covered repairs and replacements.
Customer Satisfaction: U.S. based customer care center.
Valuable Protection: 100% parts and labor for covered repairs, where applicable.
Service by KitchenAid: Only authorized technicians.

Planning now will save you time and money in the years to come.

Sincerely,

Maria Perez (handwritten signature)

Maria Perez
KitchenAid Service Plan Team

There is a 60-day wait period from your contract purchase date before coverage will begin.

THREE EASY WAYS TO GET STARTED



Go Online

serviceplans.kitchenaid.com Using Invitation Number and Authorization Code below



Complete and Mail

Using the coupon below



Call 866-265-9219

Monday to Friday: 9:00am-9:00pm EST, Saturday: 9:00am-5:30pm EST

Servicio al cliente disponible en español a solicitud. Comuníquese al 866-265-9219.

Time is Limited to Protect Your Product

Invitation Number: 9503-17-3228

Authorization Code: 0162-47-9662

Offer Expires: 01/25/2023

Table with 3 columns: Product (Dishwasher), Model # (KDFM404KBS), Serial # (FX0601268). Includes a note: SAVE: 50% by purchasing 5 years of coverage.

If you have already responded, please disregard this letter.

*KitchenAid Service Plans are offered, sold and issued by AIG WarrantyGuard, Inc., 650 Missouri Avenue, Jeffersonville, IN 47130, an affiliate of American International Group, Inc. (AIG). Limitations and exclusions apply. See the complete terms and conditions at serviceplans.kitchenaid.com/details. KitchenAid is not affiliated with AIG or any of its affiliates. KitchenAid trademarks used with permission.

Detach and return in the enclosed envelope

FLR-ANY-KIT-01049

Invitation Number: 9503-17-3228

Offer Expires: 01/25/2023

LAP06M-4-KIT-1-LV83-S43328-SD2022-12-16

STEP 1: Select a Plan

Table for selecting a plan with columns for Term (5 Year, 3 Year, 1 Year) and Price (\$1,044.75, \$626.85, \$208.95). Includes a 'Save 50%' label with an arrow pointing to the 5 Year option.

STEP 2: Select a Payment Method










Charge my Credit Card (Charge will appear as Appliance Svc Plan)

VISA, MasterCard, American Express, Discover options

Payment card number input fields

The KitchenAid Service Plan Advantage

Get the only plan backed by the manufacturer beyond the limited standard warranty period.

	KitchenAid Plan	Typical Retailer's Plan
 Factory Certified Parts	✓	✗
 Factory Certified Technicians	✓	✗
 Convenient Payment Options	✓	✗
 Create Multi-Product Plans & Save	✓	✗
 Food Spoilage Protection	✓ Up to \$250	Varies based on retailer (as low as \$150)
 No-Lemon Policy	✓	✓
 Transferable	✓	✓
 Risk-Free Cancellation	✓	✓
 Multi-Year Plan Options	✓	✓

Call 866-265-9219 or visit serviceplans.kitchenaid.com for more information.

A Simple Service Solution

As you rely on your product in the years to come, if the need for service should arise, you're covered. Simply contact us and we will schedule service at a time that is convenient for you.



Easy claims process, simply call 866-265-2082.



Service is performed by our nationwide network of authorized service technicians.



Your product repaired to the KitchenAid quality you expect with factory certified parts.

Please send payments to.

Service Plans
PO Box 733685
Dallas, TX 75373-3685

Name, address, or email change?










Name: _____

Address: _____

EXHIBIT 6

The KitchenAid Service Plan Advantage

Get the only plan backed by the manufacturer beyond the limited standard warranty period.

	KitchenAid Plan	Typical Retailer's Plan
 Factory Certified Parts	✓	✗
 Factory Certified Technicians	✓	✗
 Convenient Payment Options	✓	✗
 Create Multi-Product Plans & Save	✓	✗
 Food Spoilage Protection	✓ Up to \$250	Varies based on retailer (as low as \$150)
 No-Lemon Policy	✓	✓
 Transferable	✓	✓
 Risk-Free Cancellation	✓	✓
 Multi-Year Plan Options	✓	✓

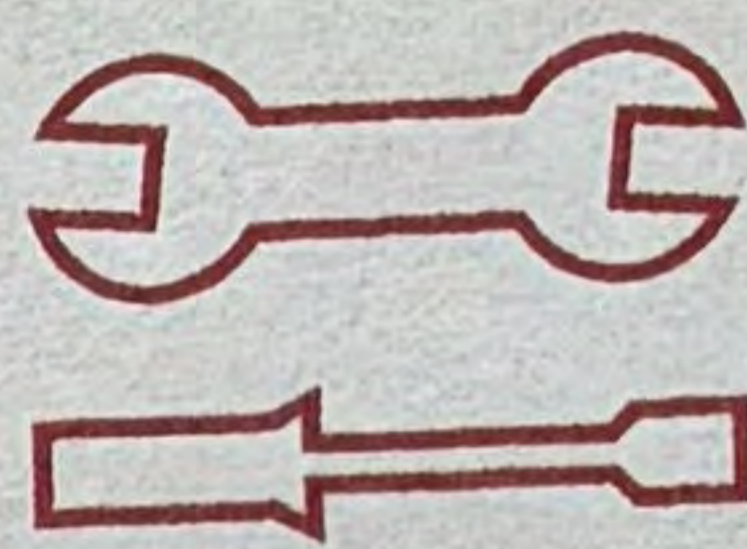
Call **866-265-9219** or visit serviceplans.kitchenaid.com for more information.

A Simple Service Solution

As you rely on your product in the years to come, if the need for service should arise, you're covered. Simply contact us and we will schedule service at a time that is convenient for you.



Easy claims process, simply call 866-265-2082.



Service is performed by our nationwide network of authorized service technicians.



Your product repaired to the KitchenAid quality you expect with factory certified parts.

Please send payments to:

Service Plans
PO Box 733685
Dallas, TX 75373-3685

***Installment Plan:**

Your plan must be paid in full before you are eligible to file a claim. Remaining payments will be charged to the credit card you provided. Charge will appear on your statement as Appliance Svc Plan.

Name, address, or email change?

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

I do not wish to receive special offers, promotions or other e-mail marketing communications from KitchenAid brand and its affiliated brands. All information we gather is governed by our privacy statement. For more information and for a list of affiliated brands, please visit our website at www.whirlpoolcorp.com/privacy-statement/.

EXHIBIT 7

View the Savings

Case 2:24-cv-00657 Document 1 Filed 05/10/24 Page 58 of 63

You can **save an average of \$367** per repair on out-of-pocket repair costs for incidents that could occur over time from daily use of your product.

Major Component	Cost of Repair Without a Plan ²	Average 1-Year Service Plan Price
Dishwasher Main Motor	\$410	\$46
Refrigerator Compressor	\$1300	\$106
Range Thermostat	\$396	\$56
Stand Mixer Motor	\$215	\$37
Microwave Magnetron	\$386	\$30

²Includes average parts and labor costs. Actual incidents and repair costs may vary.

³A replacement may be of like kind and quality, or in the form of a reimbursement based on the product's original price and age. See the complete [terms and conditions](#) for details.

Top 5 Coverage Features

- No Deductible
- 100% Factory Certified Parts & Technicians
- Only Pre-Qualified Technicians
- U.S. Based Customer Care Center
- If We Can't Fix It – We Replace It³

CLOSE

EXHIBIT 8

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

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

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

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

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

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

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

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

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

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

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

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

Non-itemized billing statements will not be accepted.

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).

J. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

K. Damages caused by delays in rendering service or loss of use during the period that the product is awaiting parts.

L. Damage or failure caused by animals or insects.

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

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

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

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

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

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

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

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

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

V. Damage resulting from unauthorized repair; or electrical wiring

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

W. Appliances over 15 years of age.

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

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

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

AA. Product that has been leased to You.

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

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

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

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

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

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

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

You have up to forty-five (45) days from the date of authorization to complete your Product Buyout transaction. We will have satisfied all contractual obligations owed for the specified Product if We Exchange or Buyout Your Product under this section. Technological advances may result in a replacement Product with a lower selling price than the original Product. If We Exchange or Buyout the Product, the covered Product becomes Our property and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. The Insurer and Obligor shall not be deemed to provide cover and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

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

22. RIGHT TO RECOVER FROM OTHERS. If we make any payment, we are entitled to recover what we paid from other parties. By accepting settlement of a claim, You transfer to us your right to recovery against any other party.

23. INSURANCE SECURING THIS CONTRACT. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to AIG, c/o 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the front of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Contract is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New York, NY 10038, 1-800-250-3819. If, within sixty (60) days after proof of loss has been filed, We have not paid a covered claim, provided You with a refund, You are otherwise dissatisfied, or We are no longer an ongoing concern, You may make a claim directly to the insurance company by contacting the insurer at the address or phone number above. Please enclose a copy of Your Contract when sending correspondence to the Insurer.

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

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

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

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

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

California Residents: If You cancel this Contract within sixty (60) days from the date of receipt, You will receive a full refund of the purchase price less the cost of any claims paid. If You cancel this Contract after sixty (60) days from the date of receipt, You shall receive a pro-rata refund of the purchase price less any claims paid. If You cancel this Contract, You must provide written notice of cancellation to the Administrator at the address below. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10%) percent of the price of the Service Contract or twenty-five (\$25) dollars, whichever is less. California law requires the Dealer be contractually obligated to you to provide service. The Administrator is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Connecticut Residents: This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Contract. The Provider is AIGWG c/o 650 Missouri Ave., Jeffersonville, IN.

47130, 1-800-343-4441.

Florida Residents: If You cancel this Contract, return of premium will be based upon ninety (90%) percent of unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If We cancel this Contract, return of premium will be based upon one hundred (100%) percent of unearned pro-rata premium. The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

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

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

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

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

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

Nevada Residents: You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred (100%) percent refund of any fees paid. If You cancel this Contract after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining. No cancellation of this Contract may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within forty-five (45) days of Your written request We will pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract. If We cancel this Contract You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed and no deduction for claims paid will be applied. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report your claim. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

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

North Carolina Residents: The purchase of this Contract is not

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

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

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

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

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

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

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

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract to the Administrator and receive a pro-rata refund of the Contract price less any claims that have been paid. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 or (800) 803-9202 (in Texas). The Provider is AIGWG, c/o 650 Missouri Ave., Jeffersonville, IN 47130.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. The language in Section 12 is being replaced with the following; We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. In addition to Section 1, if Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report Your claim by calling the number listed on the front of this Contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option. The following replaces the second to last sentence in Section 17, Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled

to make a claim directly against the Insurance Company.

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

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

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

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

by the provider for a reason other than nonpayment of the provider fee or if You should cancel this contract anytime during the contract period or after a claim has been made, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. The Provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. **Wyoming Residents:** Service contracts shall require the provider to permit the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

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