

We, Asurion or the retailer from which you purchased the product covered by this Plan may make available additional products and services at a discount from time to time, for your consideration.

## PREMIUM WHOLE HOME DEVICE PROTECTION PLAN

PLAN PRICE: \$8.00

**THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US AND ASURION (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THIS PLAN.**

**Obligors:** The company obligated under this Plan in all states and the District of Columbia except Florida is **Asurion Technology Services, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Technology Services of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

- 1. Definitions:** Throughout this Plan the words (1) "we," "us" and "our": refer to the company obligated under this Plan, as indicated in **Obligors** section above; (2) "administrator": refers to (a) Asurion Services, LLC, in all states and the District of Columbia except in Florida; and (b) Asurion Technology Services of Florida, Inc. in Florida ("Asurion" refers collectively to Asurion Services, LLC, and Asurion Technology Services of Florida, Inc.); the administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167; (3) "retailer": refers to the retailer from which you purchased the product and this Plan. You can contact Dish Network at 9601 S. Meridian Blvd. Englewood CO 80112, 1-866-767-5874; (4) "you" and "your": refer to the individual who purchased this Plan; if purchased by phone, internet or other electronic means, this Plan is purchased in the state identified by your Dish Network service address; (5) "operational failure": refers to the mechanical and/or electrical failure which impedes the functionality of the product caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) dust, heat or humidity, or (d) power surge; (6) "product": refers to the eligible qualifying products as indicated in **Section 4.(a)** below, which are located at your Dish Network service address and is covered under this Plan; and (7) "replacement product": refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
- 2. Instructions:** Please retain these terms and conditions for your records; they are an integral part of this Plan, and you may be required to reference it to obtain service. Your billing statement and this Plan, including the terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between you and us.
- 3. Your Responsibilities:** The product must be in good working condition prior to your Plan purchase. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular backup of data and software. It is important that you back up all data files on your PC prior to the commencement of service; repairs to your PC may result in the deletion of such data files.
- 4. What Is Covered:** This Plan covers parts and labor costs for the repair or replacement of your product resulting from an operational failure, provided your product is: (i) owned by you or a member of your household, (ii) located at your Dish Network service address, and (iii) is not covered under any other insurance policy, warranty or service contract. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to an operational failure. In-home, depot or carry-in service may be available; the administrator will inform you during the filing of the claim what type of service your product qualifies for. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product, or we may at our discretion issue you a gift card or check based on the replacement value, age and condition of the product, as determined by us, immediately prior to the operational failure. The replacement product immediately becomes a qualifying product and is covered under this Plan. At our sole discretion, we may require that you return the defective product to us as a condition to receiving a replacement product or reimbursement. In the event that the repaired product or replacement product fails to function properly within ninety (90) days from the date it was received by you after we repaired or replaced it, we will repair or replace it at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the aggregate claim limit. The term and coverage effective date is further outlined below in **Section 5.**

- a. **Qualifying Products:** The Plan covers an unlimited quantity of the following eligible products:
- i. Desktops, Laptops, Tablets (collectively referred to as "PC" or "PCs").
    1. PCs eligible for coverage under this Plan can also include one (1) of each of the following accessories:
      - a. Associated external monitor
      - b. Keyboard (wired or wireless)
      - c. Mouse (wired or wireless)
      - d. Home router (wired or wireless)
      - e. Modem
      - f. External desktop speaker set (wired)
      - g. If any failure occurs in the power cord or standard battery of your laptop due to the operational failure of a qualifying product, we may, at our sole discretion, repair or replace the power cord or standard battery in conjunction with the repair or replacement of the qualifying product
    2. Repair or replacement of PC accessories will not require a service fee payment as specified in **Section 4 (b)**; however, the costs associated with the repair or replacement of the accessory will apply toward the aggregate claim limit under the Plan Limits of Liability.
    3. PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows XP or newer, or Android version 1.6 or newer, and Apple computers which are equipped with an Apple operating system version OS X (10) or newer.
  - ii. Home Router (wired or wireless) of any brand and any age.
  - iii. External Hard Drive of any brand and any age.
  - iv. LCD or LED Televisions (collectively referred to as "television" or "televisions") of any brand, any age and any size.
  - v. Handheld Gaming Devices and Gaming Systems (collectively referred to as "gaming system" or "gaming systems") of any brand and any age.
    1. Gaming systems eligible for coverage under this Plan can also include original gaming controller(s).
    2. Repair or replacement of gaming system accessories will not require a service fee payment as specified in **Section 4 (b)**; however, the costs associated with the repair or replacement of the accessory will apply toward the aggregate claim limit under the Plan Limits of Liability.
  - vi. Customer-supplied Receiver of any brand and any age.
  - vii. Home Theater Sound Bar of any brand and any age.
  - viii. Home Theater Speaker Set of any brand and any age.
  - ix. Home Theater Amplifier, Subwoofer and/or Tuner of any brand and any age.
  - x. DVD Player, Blu-ray Player and Portable DVD Player (collectively referred to as "DVD players") of any brand and any age.
  - xi. Product(s) eligible for coverage under this Plan also include original remote controls and universal remote controls.
- b. **Service Fee: In the event that your product requires service, you will be required to pay a service fee in the amount of \$50.00.** The service fee must be paid and received in advance of the service being provided and may be paid with a valid credit card. The service fee does not apply to the repair or replacement of PC or gaming system accessories; however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability.
- c. **On-site Service:** If the product requires on-site service, an adult (eighteen (18) years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and the product must be repaired at another location, this Plan will cover all shipping and handling costs. Products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product reasonably accessible to the service provider. We are not responsible for the dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry.
- d. **Repair Depot Service:** If the product is not serviced on-site, it may be shipped to a designated repair depot location for service. We will send you a prepaid shipping label and instructions for shipping your product to our authorized service center. Standard shipping costs are covered by the Plan.
- e. **Replacement Products:** If we opt to provide you a replacement product under the Plan, we reserve the right to retain ownership of your defective product, including PC and gaming system accessories. At our sole discretion, we may require that you return the defective product to our designated repair depot location as a condition to receiving your replacement product or reimbursement. Shipping costs associated with the return of the product will be paid by us.

5. **Term of Coverage:** The term and coverage of this Plan commences one (1) calendar month from the date of enrollment in the Plan and will automatically renew on a month-to-month basis unless the Plan is canceled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits as specified in **Section 1 (5)**. **If the Plan is canceled, coverage will continue for thirty (30) days after the cancellation date.** In the event your product is being serviced by an authorized service center when this Plan terminates, the term of this Plan will be extended until the repair has been completed and your product has been delivered to you.
6. **Charges for the Plan:** You will be charged each month for the cost of this Plan on your monthly billing statement from Dish Network. The monthly cost of this Plan is \$8.00. Applicable taxes, and regulatory surcharges and assessments, if any, may be added to your monthly charges. If we do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred.
7. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS' WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS A MESSAGE PRINTED ON YOUR BILL, IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE PLAN, YOU MAY CANCEL THE PLAN AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR TERMS AND CONDITIONS OF THE PLAN WILL BE DEEMED TO BE CONSENT BY YOU OF THE NOTIFIED CHANGE(S).
8. **To Obtain Service:** In the event your product experiences an operational failure, call Asurion Monday – Friday, 7am – 1am EST, Saturday – Sunday, 7:30am – 12am EST at 877-841-0263 to process your claim. When your product requires service, you may be subject to a service fee for each claim, as outlined in Section 4.b., above. You must call Asurion prior to having service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Your Dish Network account must be active in order for your product to be eligible for service. There must be someone eighteen (18) years or older present for a repair appointment, and televisions that require service must be removed from a wall and made accessible for repair. We may require you to fill out a claim facilitation form prior to receiving service or replacement of or reimbursement for your product. You may also be required to produce state- or federal-issued photo identification as a condition to receiving service or replacement or reimbursement. Service under this Plan may void the manufacturer's warranty of your product. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product. All claims must be reported within thirty (30) days after coverage ends. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit.
9. **Exclusions – What Is Not Covered. The Plan does not cover the following:**
  - a. **Products with pre-existing conditions at the time of your enrollment in the Plan;**
  - b. **Parts intended for periodic replacement, including but not limited to batteries and power cords (unless failure of battery or power cord is due to an operational failure of the product);**
  - c. **Any product used for any commercial, public, lease, rental or other non-residential setting;**
  - d. **Cosmetic defects on, damage to or failures of non-operational components that do not inhibit the proper operation and performance of the product, such as but not limited to scratches, marring, cracked displays, expansion, contraction or broken hinges; cracked cases; change or enhancement in color, texture, or decorative parts or finishes; handles; non-functional plastic; trim; accessories (except as otherwise stated herein); or attachments;**
  - e. **Damage or costs resulting from improper installation or setup; use in any combinations not approved in the manufacturer's specifications; or unauthorized modifications, alterations, repairs or repair personnel;**
  - f. **Failure, inoperability or disruption of any product or its functions due to any design flaw or systemic manufacturing defect, including repair or replacement covered by a manufacturer's recall in effect at the time of the operational failure;**
  - g. **Failures, damage or loss caused by any physical force external to the product, whether accidental or intentional, including but not limited to any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; earthquake; fire; hail; insects or other animals;**

- liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; warping; smoke; storm; terrorist attack; vandalism; or wind;
- h. **Costs associated with installation or de-installation of any product;**
- i. **Burned-in images and pixel failure within design specifications or that do not materially alter the product's functionality;**
- j. **PCs that do not have administrator's permissions; PCs must be able to upload and download software;**
- k. **Products that are not owned by you or a member of your household, leased/rented products or products that are not customarily located at your Dish Network service address;**
- l. **Loss or damage to the product either while in storage or in the course of transit, delivery or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;**
- m. **Normal periodic or preventive maintenance, inspections, cleaning or tune-ups; minor adjustments and settings outlined in the owner's manual for the product that the user can perform; costs, including any service fee paid, related to any service request which results in customer education or no problem found;**
- n. **Products whose serial number has been altered or removed;**
- o. **Products located outside the fifty (50) United States of America, the District of Columbia and the U.S. Virgin Islands;**
- p. **Support or repairs to software and loss or damage to data or software due to any cause, including but not limited to computer virus, worm, Trojan program, adware, spyware or firmware;**
- q. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
- r. **Consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, and charges for time and effort;**
- s. **Theft or loss of the product;**
- t. **Custom-built and assembled products;**
- u. **Assistance with third-party software or services that are not related to supported devices;**
- v. **Diagnostic support not related to supported devices;**
- w. **Installation of third-party software, non-sanctioned applications or OEM drivers not supported by a product; and**
- x. **Data migration from product to product.**

**10. Plan Limits of Liability:** Under the Plan, claims cannot exceed the per claim limit, which is the current market value of the product up to \$2,000.00 and the annual aggregate limit of this Plan of \$6,000.00. We will be responsible for informing you, at the time of the claim, if you have reached the \$6,000.00 annual aggregate limit. The cost of any repairs shall be equal to the market retail value of parts and labor charges for repairing the product, as determined at our sole discretion, provided that the cost for any repair shall not exceed the remaining balance of the annual aggregate limit or per claim limit. In the event that you reach the annual aggregate limit (\$6,000.00) and the product requires additional repairs, we will provide you with information on how to get the product repaired; however, we will not be responsible for any costs related to these repairs.

**11. Cancellation:** You may cancel this Plan at any time for any reason by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1340, Sterling, VA 20167. This Plan may be canceled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is canceled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, less the cost of any service received; or (b) by you after thirty (30) days of the receipt of this Plan, or canceled by us or the administrator at any time, you will receive a refund equal to 100% of the pro rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of Alabama, Arkansas, California, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month.

**12. Limitation of Liability:** IN NO EVENT WILL THE OBLIGOR, ADMINISTRATOR OR RETAILER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

13. **Force Majeure (Extraordinary Event):** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by acts of God, fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement or civil or military authority, acts of God or the elements, or other causes beyond our control.
14. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.
15. **Prohibitions on Transfer and Abuse of the Plan:** This Plan is for your personal use only. It is not transferable by you to any other person, and may not be assigned by you. Products owned by anyone other than you or members of your household will not be covered by the Plan. Any abuse of the Plan by you, including but not limited to seeking repair or replacement of products not belonging to you or a member of your household, may result in cancellation of the Plan by us.
16. **Insurance Securing This Plan:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Old Republic General Insurance Corporation, 445 South Moorland Road, Suite 300, Brookfield, WI 53005. If we fail to act on your claim within sixty (60) days, you may contact Old Republic General Insurance Corporation directly at 1-262-797-3400 to report your claim.
17. **ARBITRATION AGREEMENT:** For the purpose of this Arbitration Agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

- (a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.
- (b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.
- (c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.
- (d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered, or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$10,000, whichever is greater, and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.
- (e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS**

**ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

**18. State Variations:** The following state variations shall control if inconsistent with any other terms and conditions:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The arbitration agreement provision of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is canceled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The first sentence of the Cancellation section is deleted and replaced with the following: You may cancel this Plan at any time for any reason, including if the product is returned, sold, lost, stolen or destroyed, by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. In the event of a dispute with us or the administrator that cannot be resolved, you may contact the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of O.C.G.A. 33-24-44. If this Plan is canceled prior to the expiration of its term, we will not deduct the cost of any services received from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the arbitration agreement provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and to participate in class actions, class arbitrations and other representative proceedings. Nothing contained in the arbitration agreement provision of this Plan shall affect your right to file a direct claim under the terms of this Plan against Old Republic General Insurance Corporation pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) you engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) you commit any act, omission or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If this Plan is canceled, we will not deduct the cost of any services received from your refund. The following language is added to **Section 9 (e)** of Exclusions- What Is Not Covered is deleted and replaced with the following: **if the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan.**

**New Hampshire Residents:** Contact us at 1-877-841-0263 with questions, concerns or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for the product.

**Oklahoma Residents:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 862591

**Oregon Residents:** The arbitration agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan's arbitration agreement shall be a non-binding award against you,** provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act, in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** Contact us at 1-866-856-3882 with questions, concerns or complaints about the program. In the event you do not receive satisfaction under this Contract, complaints or questions about this program may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, telephone 1-800-768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

**Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. The following is added to **Section 11** Cancellation: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation.

**Washington Residents:** If we fail to act on your claim, you may contact Old Republic General Insurance Corporation directly at 1-262-797-3400. You are not required to wait sixty (60) days before filing a claim directly with Old Republic General Insurance Corporation.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of non-payment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Old Republic General Insurance Corporation for reimbursement, payment or provision of the service. The arbitration agreement provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, WAIVE THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act." in the first sentence of paragraph (a) is deleted in its entirety.

**Wyoming Residents:** The arbitration agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.

Administered by:  
Asurion  
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