

**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 THE SERVICES OFFERED BY THIS PLAN.**

1. **Obligor:** The company obligated under this Plan in all states except Florida is **Asurion Warranty Services, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Florida Warranty Services, Inc.**, P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882.
2. **Definitions:** Throughout this Plan, the words (1) “we”, “us”, and “our” refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) “Administrator” refers to (a) Asurion Services, LLC in all states and DC except in FL; (b) Asurion Consumer Solutions of Florida, Inc. in FL (“Asurion” refers collectively to Asurion Services, LLC and Asurion Consumer Solutions of Florida, Inc.). The Administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) **Asurion Warranty Services, Inc.**, P.O. Box 061078, Chicago, Illinois 60606-1078, refers to the Seller of this Plan; (4) “you”, “your” refer to the individual [or sole business location] that purchased this Plan [for business purposes]; (5) “breakdown” refers to the mechanical or electrical failure of the products caused by: a) defects in materials and/or workmanship, b) normal wear and tear, c) power surges and d) unintentional and accidental damage from handling (ADH) as a result of normal use of the product for laptops, tablets, portable DVD/Blu-ray players, portable handheld gaming devices and printer display screens only; and (6) “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.
3. **Term:** The Plan will become effective and billing will commence upon your subscription to the Plan. **As specified in Coverage Section 4(b), there is a 30 day waiting period before coverage commences.**
4. **Coverage:** If the product fails due to a breakdown, we will repair it, or, at our sole option, provide a replacement product or provide a reimbursement to you in the form of a check or gift card, based on the replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. The term of coverage is further outlined below.
  - a. **Qualifying Products:** The Plan covers an unlimited quantity of the following of products, of any size and any brand, as outlined below, not to exceed ten years of age.

Consumer Electronics

    - Desktops, Laptops, Tablets (collectively referred to as “PC” or “PCs”). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired). 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.
    - Home Router (wired or wireless) and external Hard Drive can be of any brand and any age.
    - Printers and Multifunction Printers (collectively referred to herein as “printer” or “printers”).
    - LCD, Plasma or LED televisions (collectively referred to as “television”). Televisions include coverage for the original remote control.
    - Gaming Systems (collectively referred to as “gaming system”). Gaming systems include the original remote controls.
    - DVD Player, Blu-Ray Player and portable DVD players (collectively referred to as “DVD Players”).
    - Home Theater system (collectively referred to as “home theater system in a box”) Home theater system in a box includes a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner.

Smart Home Devices:

    - Smart Device Hub(s)
    - Smart Light Dimmer(s)
    - Smart Thermostat(s)
    - Smart Smoke Detector(s)

- Smart Carbon dioxide Detector(s)
- Smart Garage Door Opener(s)
- Smart Door Lock(s)
- Smart Home Security Camera(s)

All of the products above must utilize one of the following home networking solutions enabled Wifi, ZigBee, Z-Wave, Insteon or Thread Group to be eligible for this Plan.

- b. **Coverage Effective Date: COVERAGE UNDER THE PLAN WILL COMMENCE 31 DAYS AFTER YOUR SUBSCRIPTION TO THE PLAN. NO SERVICE WILL BE PROVIDED DURING THE INITIAL 30 DAYS OF THE PLAN.** If the Plan is cancelled, coverage will continue for 30 days after the cancellation date. There will be no lapse in coverage if you relocate your residence, provided that you continue the Plan and notify us of such relocation.
  - c. **Service Fee:** In the event that your product requires service, you will be required to pay a service fee in the amount of \$89, plus applicable taxes. 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 a remote control, game controller, monitor keyboard, mouse, modem, or external speakers (wired) 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.
  - d. **On-Site Service:** If the product requires on-site service, an adult (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 must be repaired at another location, this Plan will cover all shipping and handling costs. Covered 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 dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry.
  - e. **Repair Depot Service:** If the product is not serviced on-site, it will 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.
  - f. **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. 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. **If Your Product Needs Service:** In the event your product experiences a breakdown, 30 days after subscription to the Plan, you may file a claim by calling 844-529-2690 7a.m. to 9 p.m. Central time. When your product requires service, your product may be subject to a service fee for each claim. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. 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. Repaired or replaced products are warranted by us for 90 days from the date of product receipt by you. In the event that the product fails to function properly during such 90 days, we will repair or replace the product at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation or termination of the Plan.
  6. **Registration:** Registration of this Plan is not required
  7. **Plan Limits of Liability:** Under the Plan, claims cannot exceed the Per Claim Limit which is the current market value of the covered product and the aggregate limit of this Plan of \$2,500 per claim. In addition, the claims made cannot exceed the Aggregate Limit of this Plan of \$5,000 per 12-month rolling period which commences on the date of your first claim. We will be responsible for informing you, at the time of the claim, if you have reached the \$2,500 aggregate claim 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 aggregate limit. In the event that you reach the 12-month aggregate claim limit for claims \$5,000 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.

8. **Your Responsibilities:** Please retain these terms and conditions for your records. The product must be in good working condition prior to your Plan subscription. 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 back up 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.
9. **Payment:** You agree to pay monthly charges for this Plan as such charges will appear on your monthly bill for the credit card which was supplied by you. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan. Non-payment by you will result in cancellation of the Plan. All charges, plus all applicable taxes, shall be billed on a monthly basis on the credit card or bank account which you provided during enrollment into the Plan. It is your responsibility to maintain a valid credit card \ with us to process payments, failure to do so may cause your Plan to be cancelled.
10. **Insurance Securing this Plan:** This Plan is not a contract of insurance. The obligations of Asurion Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Insurance Underwriters Inc. in the following states: TX. If within sixty (60) days we have not paid you for your covered claim, provided you with a refund owed or you are otherwise dissatisfied, you may make a claim directly to the insurance company at 55 Water St. 18<sup>th</sup> Floor New York, NY 10041 for Liberty Insurance Underwriters, Inc. or by calling toll free 1-800-677-9163.
11. **Exclusions – What Is Not Covered: This Plan does not cover the following:**
  - a. **Products with pre-existing conditions at the time of your subscription to the Plan;**
  - b. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;**
  - c. **Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;**
  - d. **Consequential, incidental, special or indirect damages or losses, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;**
  - e. **Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;**
  - f. **Failures, damage or loss caused by any physical force external to the product, whether accidental (excluding those products as outlined in the Definitions section) 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; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;**
  - g. **Costs associated with installation or uninstalment of any product;**
  - h. **Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
  - i. **Products that are not owned by you [or a member of your business], leased and rented products, or products that are not customarily located in your specified residence [or business];**
  - j. **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;**
  - k. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;**
  - l. **Products whose serial number has been altered or removed;**
  - m. **Products located outside the United States;**

- n. **Repair or replacement covered by a manufacturer recall in effect at the time of the failure;**
  - o. **Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;**
  - p. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
  - q. **Theft or loss of the product;**
  - r. **Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;**
  - s. **Parts intended for periodic replacement including but not limited to batteries (excluding one annual laptop battery), lamps, bulbs, external power supplies, styluses, antennas, cartridges;**
  - t. **PCs that do not have administrator's permissions. Covered Laptops must be able to upload and download software;**
  - u. **Interior and exterior pipes or plumbing;**
  - v. **Seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;**
  - w. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product.**
12. **Renewal:** This Plan automatically renews from month to month until cancelled.
13. **Transfer:** This Plan is not assignable or otherwise transferable to another party.
14. **Cancellation:** This Plan is provided on a month-to-month basis and can be canceled by you at any time for any reason by notifying the Administrator at P.O. Box 1818, Sterling, VA 20167 or by calling 844-529-2690. You will receive a refund equal to 100% of the unearned pro rata premium, less the cost of any claims which have been paid. This Plan may be cancelled 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 you fail to make any monthly payment or charge due under this Plan, your coverage will be cancelled immediately upon our written notice. If the Plan is cancelled: (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 claims which have been paid; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled 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 claims which have been paid. For residents of TX any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Upon any termination or cancellation by you, us or the Administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation or termination of the Plan.
15. **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 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 AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE (S) IN THE CHARGES, TERMS OR CONDITIONS.
16. **Limitation of Liability:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR [INSERT CLIENT NAME] 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 PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
17. **Force Majeure:** 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 fire, flood, explosion, war, strike,

embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

18. **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.
19. **Arbitration Agreement: For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and Administrator, as defined above; and (2) Safeco and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.**

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, CLASS ARBITRATIONS 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 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 \$7,500, 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 OTHER 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.

**If You Reside In One Of The Following States, These Provisions Apply To You:**

**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, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to us. Texas license number: 116.

**To obtain a large-type copy of the terms and conditions of the Plan, please visit .**  
[https://www.asurion.com/pdf/asurion\\_whole\\_home\\_electronics\\_protection\\_plan](https://www.asurion.com/pdf/asurion_whole_home_electronics_protection_plan)

Administered by:  
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