

**We, the administrator or the retailer of this Plan may make available additional products and services at a discount from time to time, for your consideration.**

### **Asurion Appliance Protect**

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the "HOW TO MAKE A CLAIM" section below.**

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

- I. **OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states and except Florida is: **Asurion Warranty Services, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at 866-686-2478. In Florida, the company obligated under this Plan is: **Asurion Florida Warranty Services, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at 866-686-2478.
- II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us" and "our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you" and "your"** mean the individual that purchased this Plan or the transferee under Section XIV for residential purposes; **(3) "administrator"** means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Florida Warranty Services, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 866-686-2478 ; **(4) "retailer"** means the retailer of this Plan; **(5) "covered products"** means the item(s) listed in Section V.a. of this Plan that are owned by you, are covered by this Plan and are customarily located at your enrolled service address; **(6) "breakdown"** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; or (ii) power surge; or (iii) dust, heat or humidity; or (iv) normal wear and tear; **(7) "enrolled service address"** means the physical residential location you have identified as the service address or your home address for this Plan; and **(8) "replacement product"** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product.
- III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your receipt or enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation, for future reference; you may need them to obtain service. The covered products must be in good working condition prior to your enrollment in this Plan. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan.
- IV. **TERM OF COVERAGE: FOR PLANS THAT AUTO-RENEW, THE TERM OR MONTHLY BILLING FOR THIS PLAN BEGINS ON THE DATE YOU ENROLL AND RENEWS ON A MONTHLY, BI-ANNUAL, OR ANNUAL BASIS UNLESS CANCELLED AS INDICATED ON YOUR ENROLLMENT CONFIRMATION. FOR PLANS THAT DO NOT AUTO-RENEW, THE PLAN BEGINS ON THE DATE YOU ENROLL AND CONTINUES FOR THE PERIOD INDICATED ON YOUR ENROLLMENT CONFIRMATION.** If, at our discretion, you have the option of changing your renewal period for this Plan and elect to do so, we will provide confirmation of your new renewal period in writing. **There is a thirty (30) day waiting period after the Plan term begins before coverage for your covered products becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE UNDER SECTION V WILL BE PROVIDED FOR YOUR COVERED PRODUCTS DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN.** If this Plan is cancelled or ends, coverage will continue for thirty (30) days after the cancellation

**or end date.** There will be no lapse in coverage if you relocate, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and the covered product or a replacement or reimbursement has been delivered or provided to you.

**V. WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered products in the event it experiences a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, or (2) replace the covered product with a replacement product, or (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you in the form of a gift card, electronic payment, or check for the replacement cost of the covered product as determined by us, based on the value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered products. If your covered product experiences a breakdown which subsequently causes damage to other products or fixtures at your enrolled service address, we will, at our discretion, pay you a claim benefit of up to \$1,000.00. We may require that you provide documentation and or evidence of the subsequent damage, including photographs, a final settlement document showing the repair or replacement of the damaged structure, or other documentation as required by us. You must submit a request for this benefit within sixty (60) days of your claim for the breakdown of the covered property that caused the additional damage. Coverage under this Plan also includes access to installation and delivery of a replacement product and removal of the covered product.

**a. COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, age and any brand, as outlined below.

**MAJOR HOME APPLIANCES:**

- Refrigerator(s), including up to \$300 food spoilage reimbursement for food losses resulting from a covered breakdown on a per refrigerator per claim basis, subject to Section X. Documented proof of loss will be required
- Freezer(s), including \$300 food spoilage reimbursement for food losses resulting from a covered breakdown on a per freezer per claim basis, subject to Section X. Documented proof of loss will be required
- Oven(s)
- Range(s)
- Cooktop(s)
- Microwave(s) (other than countertop)
- Dishwasher(s)
- Washer(s), including days up to \$100 reimbursement for laundry losses resulting from a covered breakdown on a per washer per claim basis, subject to Section X. Documented proof of loss will be required
- Dryer(s), including up to \$100 reimbursement for laundry losses resulting from a covered breakdown on a per washer per claim basis, subject to Section X. Documented proof of loss will be required
- Trash Compactor(s)
- Freestanding Ice Maker(s)
- Built-in Food Center(s)

**b. ON-SITE SERVICE:** If the covered 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 to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover standard 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 covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.

**c. REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement.

**VI. HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins, you may file a claim by calling 866-686-2478 twenty-four (24) hours a day, seven (7) days a week. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim

facilitation form, and/or provide a copy of your State or Federal issued photo I.D. prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in Section XVIII. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit as set forth in Section XIII. (b). All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

- VII. **INTERNATIONAL SERVICE:** Service under this Plan is not available outside of the United States.
- VIII. **SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee in the amount of \$99, plus applicable taxes. The service fee must be paid to us and received in advance of service being provided and may be paid with a valid debit or credit card.
- IX. **PAYMENT:** You agree to pay the service plan price for this Plan, which was disclosed to you at the time you enrolled in this Plan. It is your responsibility to maintain a valid credit or debit card with us to process payments, and failure to do so may result in cancellation of the Plan.
- X. **PLAN LIMITS OF LIABILITY:**
  - a. **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim is the aggregate claim limit of this Plan of \$10,000.
  - b. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made is set forth in the schedule below. If you reach the \$10,000 aggregate claim limit, this Plan will be cancelled as described in Section XV below.

Plan Benefit	Claim Limit
Aggregate Claim Limit	<ul style="list-style-type: none"> <li>• If your plan auto-renews- \$10,000 per Twelve Month Rolling Period. The twelve (12) month period begins on the date of your first claim.</li> <li>• If your plan does not auto-renew- \$10,000 per Plan term period.</li> </ul>
Claims benefit as described in Section V	<ul style="list-style-type: none"> <li>• If your plan auto-renews- One (1) claim benefit per Twelve Month Rolling Period deducted from the \$10,000 aggregate limit. The twelve (12) month period begins on the date of your first claim.</li> <li>• If your plan does not auto-renew- One (1) claim benefit per Plan term period deducted from the \$10,000 aggregate limit.</li> </ul>

- c. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the covered product requires additional repairs, we may be able to provide you with information on how to get the covered product repaired, however, we will not be responsible for any costs related to these repairs. In such an event, your enrollment in this Plan will terminate and no future monthly charges will be due. If your plan auto-renews, a covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and that claim or the associated costs will be added back to your available aggregate claim limit balance.
- d. **IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** Re-enrollment in this Plan following cancellation for meeting or exceeding the aggregate claim limit will be subject to our approval. If your plan auto-renews and (1) you enroll in a different plan offered by the retailer for which we are the Obligor, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan or (2) you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.
- XI. **REGISTRATION:** Registration of this Plan is not required.
- XII. **EXCLUSIONS: This Plan does not cover the following:**
  - a. **Consequential, incidental, 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;**
  - b. **Pre-existing conditions at the time of your enrollment in this Plan;**

- c. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, cleanings and alignments, and problems due to improper preventative maintenance and/or non-factory authorized installation or repairs;**
  - d. **Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**
  - e. **Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;**
  - f. **Breakdown caused by acts of God or other disaster (whether natural, man-made, 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, sand, smoke, storm, terrorist attack, vandalism, and wind;**
  - g. **Costs associated with installation or uninstallation of any covered product with the exception of the costs that are directly associated with the services provided under this Plan;**
  - h. **Products that are not owned by you, or leased and rented products, or products that are not customarily located in your enrolled service address or is not in your possession;**
  - i. **Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when the covered product is located at our designated repair location;**
  - j. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;**
  - k. **Covered products whose serial number has been altered or removed;**
  - l. **Theft or loss of the covered products;**
  - m. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the covered products;**
  - n. **Special needs accessories including, but not limited to: handset boosters and visual ring indicators;**
  - o. **Parts intended for periodic replacement including, but not limited to: adapters, batteries bulbs, external power supplies, styluses, antennas, cartridges filters, batteries, knobs, refrigerator coil brushers, drying lint brushes, aluminum vents, washer hoses, washer fresheners, remotes, bags, belts, humidifiers, electrical systems, plumbing systems, plumbing stoppage, as well as common systems and appliances used in a communal area;**
  - p. **Covered products primarily located outside the United States;**
  - q. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
  - r. **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;**
  - s. **Interior and exterior pipes or plumbing;**
  - t. **Breakdown resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;**
  - u. **Products not listed in Section V of this Plan.**
- XIII. RENEWAL: IF THIS PLAN AUTO-RENEWS, IT RENEWS ON A MONTHLY, BI-ANNUAL, OR ANNUAL BASIS UNLESS CANCELLED AS INDICATED ON YOUR ENROLLMENT CONFIRMATION.**
- XIV. TRANSFER: If your Plan auto-renews, your Plan is not transferable to another person. If your Plan does not auto-renew, your Plan is transferable.**
- XV. CANCELLATION: THIS PLAN IS PROVIDED ON A TERM, MONTHLY, BI-ANNUAL, OR ANNUAL BASIS AND CAN BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON BY NOTIFYING THE ADMINISTRATOR AT P.O. Box 1818,**

**Sterling, VA, 20167, or via email at CANCEL@ASURION.COM, OR BY CALLING (866) 686-2478.** 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 will state the effective date and reason for cancellation. If you fail to make any payment for this Plan or any charge required under this Plan, coverage will be cancelled on the date the payment was due. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly, bi-annual, or annual Plan payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made; 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 monthly, bi-annual, or annual Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin, and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any 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 cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

- XVI. 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 Liberty Insurance Underwriters Inc. in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Puerto Rico, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. The obligations of Asurion Florida Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Mutual Insurance Company. If within sixty (60) days we have not paid or provided service for your claim, provided you with a refund owed, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may report a claim directly to the applicable insurance company at 55 Water St., 18th Floor, New York, NY 10041 for Liberty Insurance Underwriters, Inc. and at 175 Berkeley Street, Boston, MA, 02116, for Liberty Mutual Insurance Company, or by calling toll free 1-800-677-9163.
- XVII. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY, BI-ANNUAL, OR ANNUAL CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED 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 PLAN, 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.
- XVIII. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN 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 COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.
- XIX. FORCE MAJEURE:** We are not 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.
- XX. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.
- XXI. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** **Please read this section carefully. It affects your rights.** For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the retailer (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by

contacting us at (866) 686-2478. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR 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.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved 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.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

**3. FEES:**

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

**4. ARBITRATION DECISION:**

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
  - We will pay you the greater of the damages or \$7500.00.
  - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as 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. is null and void.

**XXII. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:**

**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 claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or retailer knew or reasonably should have known. Pre-existing conditions are not covered under this Plan. Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item **d.** of Section XII. **EXCLUSIONS** is deleted and replaced with the following:

**“Breakdown resulting from: improper installation or setup, use not approved in the manufacturer’s specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you.”**

**CALIFORNIA RESIDENTS:** We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by you to us, or the Plan being discontinued by us or the retailer.

**The term or monthly, bi-annual, or annual billing for this Plan begins on the date you enroll and continues to renew on a monthly, bi-annual, or annual basis, as indicated in your enrollment confirmation unless cancelled or paid in full. You may cancel this Plan at any time for any reason by contacting us at [cancel@asurion.com](mailto:cancel@asurion.com) or (866) 686-2478, or by writing the administrator at: P.O. Box 1818, Sterling, VA . This Plan is offered on a term or monthly, bi-annual, or annual renewal basis, and the retailer may offer other service contract programs and benefits which may be provided to you by the retailer. We obtained your affirmative consent to the continuous monthly, bi-annual, or annual term of this Plan when you enrolled in the Plan.**

In California, the form number for use under this plan is as follows:

618 (12/23)

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**CONNECTICUT RESIDENTS:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the covered products, the cost of repair of the covered products and a copy of this Plan.

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

**GEORGIA RESIDENTS:** Item e. of Section XII. **EXCLUSIONS** is deleted and replaced with the following: **“Breakdown due to any design flaw or systemic defect, or breakdown covered by a manufacturer’s warranty or manufacturer’s recall in effect at the time of the failure.”** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. The fifth sentence of Section XV. **CANCELLATION** is deleted and replaced as follows: “If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all applicable Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly, bi-annual, or annual Plan fee.” If this Plan is cancelled prior to the end of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made 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 Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** of this Plan, either party may bring an individual action in small claims court. Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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 waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Liberty Insurance Underwriters Inc. pursuant to O.C.G.A. 33-7-6.

**MAINE RESIDENTS:** The third sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: “If you fail to make any payment for this Plan or any charge required under this Plan, coverage will be cancelled upon fifteen (15) days’ notice to you.” The fourth sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: “Upon fifteen (15) days’ notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.”

**MINNESOTA RESIDENTS:** The third sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will be cancelled upon five (5) days' notice to you." The fourth sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

**NEVADA RESIDENTS:** If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will be cancelled upon fifteen (15) days' notice to you." 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, in which case notice of cancellation will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you; 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, which 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 we fail to pay the cancellation refund as stated in the cancellation provision, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to Section XV. **CANCELLATION:** "If we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price." The first sentence of Section XVII. **CHANGES TO THE PLAN** is deleted and replaced with the following: "We may change the monthly, annual, or bi-annual charge for the plan, or we may change these terms and conditions at the end of your coverage term at time of plan renewal, with at least 15 days' written notice to you. Any changes to these Terms and Conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective." The following language is added to Subsection (d) of Section XII. **EXCLUSIONS:** "if the covered 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." Contact us at (866) 686-2478 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**NEW HAMPSHIRE RESIDENTS:** Contact us at (866) 686-2478 with, questions, concerns, or complaints about the Plan. If the Plan cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 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 term or one (1) year, whichever occurs first, unless any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to you: (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 or in the presentation of a claim, including but not limited to filing a claim for products not belonging to you; (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 increase 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 covered products. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.



**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: 44197917.

**OREGON RESIDENTS:** Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, 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; and the retailer 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 (866) 686-2478. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

**SOUTH CAROLINA RESIDENTS:** Contact us at (866) 686-2478 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions 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 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: 454.

**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 Guaranty Association. The second, third and fourth sentences of Section XV. **CANCELLATION** are deleted and replaced with the following: "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 will state the effective date and reason for cancellation." The following sentence in Section V. **"WHAT IS COVERED"** is deleted: "Nonoriginal parts may be used for repair of the covered products." and replaced with: "Non-original parts may be used for repair of the covered products if original manufacturers' parts are unavailable." Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**VIRGINIA RESIDENTS:** Contact us at (866) 686-2478 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

**WASHINGTON RESIDENTS:** If we fail to act on your claim, you may contact Liberty Insurance Underwriters Inc. directly at 1-800-677-9163. You are not required to wait sixty (60) days before filing a claim directly with Liberty Insurance Underwriters Inc. The third sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will be cancelled upon twenty-one (21) days' notice to you." The fourth sentence of Section XV. **CANCELLATION** is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

**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, upon five (5) days' notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the

covered product or its use. If you cancel this contract due to a total loss of the covered product that is not covered by this contract, we will not deduct an administrative fee from your refund. The fifth and sixth sentence of the first paragraph of Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.”** and (2) the sentence “Is governed by the Federal Arbitration Act.” of Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** (1)(b) is deleted in its entirety.

**WYOMING RESIDENTS:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or retailer, or a substantial breach of duties by you relating to the retailer service or its use. Section XXI. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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 will be conducted within the state of Wyoming.” For the purpose of Section XXI. **ARBITRATION OR SMALL CLAIMS COURT 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; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

Administered by:  
Asurion Services, LLC  
Asurion Florida Warranty Services, Inc.  
P.O. Box 1340 • Sterling, VA 20167-1340  
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**Customer Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_