

We, the administrator or the retailer from whom 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.

THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (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.

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

Definitions: Throughout this Plan the words (1) “we”, “us”, and “our”: refer to the company obligated under the Plan, as referenced in the Obligor provision above; (2) “administrator”: refers to (a) Asurion Services, LLC in all states and the District of Columbia except in Florida; and (b) Asurion Service Plans of Florida, Inc., in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167; (3) “retailer” refer to the retailer from which you purchased the product and this Plan; (4) “you” and “your”: refer to the individual who purchased the product and this Plan or the approved transferee; (5) “breakdown”: refers to the mechanical or electrical failure of the product caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) dust, heat, or humidity, (d) power surges, and (e) unintentional and accidental damage from handling (ADH) on laptops, tablets, DVDs, and video game discs only; (6) “product”: refers to the consumer item which you purchased concurrently with and is covered by 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.

Instructions: This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt or order confirmation email, identifying the Plan purchased, the length of the Plan, commencement date and product identification, constitute the entire agreement between you and us. Your rights under this Plan may vary from state to state.

To Make a Claim / How it works: If your product experiences a breakdown, you may file a claim by contacting the administrator at 1-866-813-2931 or going online to www.asurion.com/fingerhut to process your claim twenty-four (24) hours a day, seven (7) days a week. Repairs on goods that are essential to your health and safety will commence within 24 hours after the report of the claim. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. In-home, depot

or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to and from the authorized service center if depot service is required during the term of the Plan. As a condition to receiving a replacement product or a reimbursement, we may, at our sole discretion, require that you send a picture and/or return the product to us, have the product inspected by our authorized service center, or purchase a replacement product. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

REPLACEMENT PLAN:

Electronics:

What Is Covered: This Plan provides for the replacement of the product in the event it experiences a breakdown which is not covered under any insurance policy, warranty or any other service contract. We will, at our discretion, either provide a replacement product, or issue you a gift card or check for the purchase price of the product, excluding sales tax, as indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. In the event we provide a replacement product or reimbursement as set forth above, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

Term of Coverage: The term and coverage commences upon the expiration of the manufacturer's labor warranty and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. In the absence of a manufacturer's labor warranty, your Plan begins immediately following the expiration of the retailer's return policy term and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer.

DVDs and Video Game Discs:

What is Covered: This Plan provides for the replacement of the product in the event it experiences a breakdown which is not covered under any insurance policy or any other service contract. We will provide for the replacement of your product with a replacement product with the same title as your original product. In the event a replacement product is not available, we will, at our discretion, issue you a gift card or a check for the purchase price of the product, excluding sales tax, as indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. In the event we provide you a replacement product or reimbursement as set forth above, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

Term of Coverage: The term and coverage commences upon the expiration of the retailer's return policy term and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer.

Luggage and Handbags:

What is Covered: This Plan provides for the replacement of the product in the event it experiences a breakdown

which is not covered under any insurance policy or any other service contract. We will replace your product with a replacement product or, we may at our discretion, issue you a gift card or a check for the purchase price of the product excluding sales tax, as indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. In the event we provide you a replacement product or you receive a reimbursement as set forth above, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

Term of Coverage: The term and coverage commences upon the expiration of the retailer's return policy term and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer.

SERVICE PLAN:

What is Covered:

This Plan covers parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any insurance policy, warranty or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or at our discretion, we may issue you a gift card or check for the purchase price of that product, excluding sales tax, as indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. Non-original manufacturer's parts may be used for repair of the product. **NOTE: For Computers, Laptops and Tablets: You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your product.**

This Plan includes the following enhanced coverage beginning on your date of purchase:

Electronics:

- Repair or replacement of original accessories included in the box by the manufacturer: (e.g. remote controls, additional lenses (cameras), 3-D glasses (for 3D TVs and / or 3D Blu-ray players) and game controllers).

- Power surge

Laptop Computers and Tablets:

- Unintentional and accidental damage from handling (“ADH”) that occurs as a result of normal use or handling of the product.

- Power surge

Appliances:

- Food Spoilage—If you purchased a Plan for a refrigerator or freezer, you will receive up to \$200 as reimbursement for food losses resulting from a reported breakdown of your refrigerator or freezer, on a per incident basis. Documented proof of loss will be required.

- Power surge

Watches and Jewelry:

- Broken chain, bracelet link or clasp - chipped, cracked and scratched gemstones.
- Broken, worn or bent prongs.
- Permanently misshapen or dented jewelry.
- Cracked or thinning ring bands.

- Irreparable kinks or knots in chain.
- Gouges or discoloration.
- Broken earring posts.
- Loss of diamonds and other gemstones due to a defect in the setting.
- Crystal cracks and scratches.
- Broken crowns and stems.
- Broken bands or bracelets.

Furniture

- Structure of wood and metal products – This Plan covers structural defects to frames, cases, seat and back construction to include: dovetail construction; warping to shelving and legs; frame breakage or separation of frame components; separation of joints and welds; damage to hinges and mechanisms to include all moving parts and metal hardware; lifting, cracking, peeling, tarnishing or pitting of veneers, laminate, other wood, lacquer; damage to engraved photo finish or solid brass furniture; and breakage of casters, wheels, buttons, drawer pull/guides and other moving parts.
- Finishes to solid wood veneered or plastic laminated products. This Plan covers lifting, cracking, peeling or scaling of solid woods, laminated finishes and veneer; and minor heat marks up to one inch in length.
- Fabric or vinyl upholstered products – This Plan covers seam separation and slippage; loss of latex backing to fabrics and vinyl; rips or tears; and excessive loss of foam, latex and spring resiliency of backs and cushions.
- Frames – This Plan covers structural defects, warping, cracking and breaking of frames and legs.
- Leather products – This Plan covers seam separation, slippage or early wear-through in leather; cracking, lifting and peeling; and minor heat marks up to one inch in length.
- Stain coverage – This Plan covers stains caused from beverages, food, human and pet bodily fluids, mold and mildew.

Term of Coverage:

Appliances, Desktop Computers and Electronics: The term and coverage commences upon the expiration of the manufacturer's labor warranty and continues for a period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. In the absence of a manufacturer's labor warranty, your Plan begins immediately following the expiration of the retailer's return policy term. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

Laptop Computers and Tablets: The term commences on the date of purchase and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. Except for the enhanced coverage outlined above, which begins on the date of purchase, all other coverage begins upon either the expiration of the retailer's return policy term or the expiration of the manufacturer's warranty, whichever is longer. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

Watch and Jewelry: The term commences on the date of purchase and continues for the period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. Except for the enhanced coverage outlined above, which begins on the date of purchase, all other coverage begins upon the expiration of the retailer's return policy term. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and your product has been delivered to you.

Furniture: The term commences on the date of purchase and continues for a period indicated on your sales receipt or order confirmation email, as communicated to us by the retailer. Except for the above enhanced coverage outlined above, which begins on the date of purchase, all other coverage begins upon the expiration of the retailer's return policy term. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and your product has been delivered to you.

No Lemon Policy: If after three (3) service repairs for the same defect have been completed on an individual product under this Plan, and that individual product requires a fourth (4th) repair, as determined by us, we will provide you with a replacement product, not to exceed the original purchase price of the product, or provide you a gift card or check with a value equivalent to the original purchase price of the product, excluding sales tax. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. **(NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH.)

ALL PLANS:

THE FOLLOWING TERMS APPLY TO BOTH REPLACEMENT AND SERVICE PLANS:

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding sales tax. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding sales tax; or (c) the total of all authorized repairs up to the original purchase price, excluding sales tax of the single product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

Manufacturer's Responsibility: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

Deductible: No deductibles apply to the Plan.

Free Transfer: The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call 1-866-813-2931 or write to the administrator at P.O. Box 1818, Sterling, VA 20167-1818. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number. Proof of sales receipt or order confirmation, as well as any service repair receipts must be transferred to the new owner.

Renewal: The Replacement Plans and the Jewelry and Watch Service Plans are not renewable. All other Service Plans may be renewed at our discretion by calling 1-866-813-2931.

WHAT IS NOT COVERED:

- (1) **Incidental or consequential damages;**
- (2) **Any and all pre-existing conditions that occur prior to the effective date of this Plan;**
- (3) **Breakdown from accident (except as otherwise stated herein), abuse, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications or alterations, or failure to follow the manufacturer's instructions;**
- (4) **Unauthorized repairs and/or parts, and resulting damage;**
- (5) **Breakdown covered under any insurance policy, other warranty or service plan;**
- (6) **Third-party actions (fire, collision, vandalism, theft, etc.);**
- (7) **Breakdown due to the elements, or acts of God;**
- (8) **War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;**
- (9) **Preventative maintenance;**
- (10) **Inherent defects that are the responsibility of the manufacturer;**
- (11) **Flaws in gemstones;**
- (12) **Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage;**
- (13) **Any loss other than a breakdown of the product;**
- (14) **Products that do not come with a retailer's return policy;**
- (15) **Breakdown associated with a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs;**
- (16) **Accessories used in conjunction with a product;**
- (17) **Loss of use during the period the product is at a repair facility or otherwise awaiting parts;**
- (18) **Breakdown resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty;**

- (19) **Periodic checkups and/or maintenance, as directed by the manufacturer;**
- (20) **Service that occurs outside of the fifty (50) United States of America and the District of Columbia;**
- (21) **Any diamonds or gemstones supplied by you in the creation of the jewelry item;**
- (22) **Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein;**
- (23) **Parts normally designated to be replaced periodically by you or consumed during the life of the product (e.g. batteries, bulbs and belts);**
- (24) **Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines; and**
- (25) **Service when no problem is found.**

Cancellation: You can cancel this Plan for any reason by returning it to the retailer from which you purchased this Plan during the retailer's return policy term, or at any time and for any reason by emailing DepartmentC@asurion.com or by providing a written notice to the administrator at P.O. Box 1818, Sterling, VA 20167-1818. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, 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 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, including sales tax, less the cost of any claims paid or services received, 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 paid or services received. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Insurance Securing the Plan: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604. If we fail to act on your claim within 60 days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

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) Bluestem Brands, Inc. 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, and 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 or 1-800-778-7879. We 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. We waive 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.

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 claims paid or 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 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 cancelled: (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 claims paid or services received.

Connecticut Residents: The first sentence of the Cancellation provision is deleted and replaced with the following: “You can cancel this Plan for any reason, including if the product is returned, sold, lost, stolen or destroyed by returning it to the retailer from which you purchased this Plan during the retailer's return policy term, or at any time and for any reason by emailing DepartmentC@asurion.com or by written notice to the administrator at: P.O. Box 1818, Sterling, VA 20167. 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 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 Official Code of Georgia Annotated (O.C.G.A.) 33-24-44. If this Plan is cancelled prior to end of its term, we will not deduct the cost of any claims paid or 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 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 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 Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

Nevada Residents: If the Plan is cancelled, no deduction shall be made from the refund for the cost of any claims paid or services received. 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, 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 the Plan is cancelled, no deduction shall be made from the refund for the cost of any claims paid or services received. The following language is added to subsection (3) of the WHAT IS NOT COVERED provision: “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 breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan.” 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. If your claim involves the loss of plumbing, heating, cooling, or substantial loss of electrical power to your air conditioner or refrigerator/freezer which renders the dwelling unfit for a person to live in: (i) repairs will commence within 24 hours after you report your claim; and (ii) if we determine repairs cannot be practicably completed within 3 calendar days after you report your claim, we will send you a status report within 3 calendar days after you report your claim.

New Hampshire Residents: Contact us at 1-866-813-2931 with, questions, concerns, or complaints about the Plan. 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 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 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 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. Item (6) of the What Is Not Covered provision is amended as follows: (6) Third-party actions, fire, collision, vandalism or theft. Oklahoma license number: 862590.

Oregon Residents: The Arbitration Agreement provision of this Plan 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 Bluestem Brands, Inc, 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 1-866-813-2931. 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 shall be conducted within the state of Oregon.”

South Carolina Residents: Contact us at 1-866-813-2931 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 South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 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 number 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 second sentence in the Cancellation provision is 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 shall state the effective date and reason for cancellation.”

Washington Residents: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

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 nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The second and third sentences of the second paragraph of the Arbitration Agreement provision of this contract are replaced with the following: **(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 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 subparagraph (a) of the Arbitration Agreement provision of this contract 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; and (2) the retailer from which you purchased this Plan.

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Customer Name: _____

Customer Address: _____