

## AOL PC Protection Membership Benefit Plan - Terms and Conditions for the PC Protection Plan with Accidental Damage from Handling for a Laptop Computer - Single

(Effective March 15, 2014)

This is a legal contract. By subscribing to this Plan, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions constitute the entire agreement regarding the Plan.

1. **Plan (Obligor):** The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 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, Illinois 60606-1078, telephone 866-856-3882.
2. **Definitions:** (1) "we", "us", or "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 AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; and (c) Asurion Service Plans of Florida, Inc. (a service warranty association) in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "Product/Products" refers to the qualifying products indicated in Section 4(a) of this Plan; (4) "you" and "your" refers to the individual who purchased this Plan; (5) "household" refers to a group of one or more persons related to the Plan subscriber by direct lineal descent (i.e., grandparent, parent, child, siblings, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship or domestic partnership, who reside with the Plan subscriber in a common residential unit; (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials including those due to normal wear and tear; (7) "retailer" and "AOL": AOL, Inc. 770 Broadway, New York NY 10003 the seller of the Plan.
3. **Term:** The Plan will become effective when you receive notice from AOL as part of your membership benefit.
4. **Coverage:** This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to a breakdown. In addition, when a Laptop computer is covered, the plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to accidental damage from handling (ADH). ADH covers your Laptop from failures as a result of damage from an unexpected or unintentional external event such as drops or spills that arise from your normal daily use of the product as intended by the original manufacturer. ADH does not cover the associated system elements such as keyboard, mouse, monitor, router, modem or battery. The terms of coverage are further outlined below:
  - a. **Qualifying Products:** This Plan covers one (1) desktop or laptop system. For the purpose of this Plan, a system consists of a desktop personal computer or laptop computer (referred to as a "PC") and one (1) of each of the following: an associated external monitor which must be 19" or smaller, keyboard (wired or wireless), mouse (wired or wireless), external broadband modem and non-commercial router (wired or wireless).
  - b. **Coverage Effective Date:** **Coverage under the Plan will commence on your enrollment to the Plan.** There will be no lapse in coverage if you move to another residence, provided that you continue your plan with AOL.
  - c. **Primary Residence:** Unless otherwise specified, the coverage under this Plan applies to one (1) system customarily located in your primary residence belonging to you or a member of your household. **If you change your primary residence, you are required to notify AOL of such request or change.** In the event that you wish to obtain coverage for more than one residence, additional Plans must be purchased.
  - d. **Repair Depot Service:** If your product requires service, it will be shipped to a designated repair depot location for service. We will use our best efforts to ship a carton, prepaid shipping label and instructions for shipping your product to you within two (2) business days of your initial call for service. You may elect to receive next business day shipping at your own cost. Standard shipping costs are covered by the Plan.
  - e. **Power Surge Protection:** The Plan provides power surge protection in the absence of any applicable insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
  - f. **Subscriber Eligibility.** Only customers residing in the United States are eligible for coverage under the Plan.
  - g. **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. Shipping costs associated with the return of the product will be paid by us.
5. **Registration:** Registration of this Plan may be required. You may register the products to be covered by the Plan at any time during the coverage period. To perform this registration, please go online to [www.extendedprotection.aol.com](http://www.extendedprotection.aol.com) or call 1-877-225-2111. Changes and/or updates to the list of covered products can be made by updating your online account at the web address cited previously.
6. **Service Fee:** In the event that your covered product requires service, you will be required to pay a service fee in the amount of ten percent (10%) of the Plans Limits of Liability with a cap of one hundred dollars (\$100.00). The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card or debit card. **NOTE:** The service fee does not apply to the repair or replacement of a keyboard, mouse, broadband modem, router or back up battery (while you are not being charged a service fee for these listed products, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan).
7. **Plan Limits of Liability (Aggregate Claim Limit):** Under the Plan, claims cannot exceed \$1,000.00 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 \$1,000.00 aggregate claim limit. The retail value 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 retail value for any repair shall not exceed the total retail value of a comparable replacement product. In the event that you reach the 12-month aggregate claim limit for claims 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:** This Plan is for your use only and may not be assigned. Products owned by anyone other than you or members of your household will not be covered by the Plan. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. 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. Please retain these terms and conditions for your records.
9. **Payment:** You agree to pay monthly charges, which are included in your membership payment, for this Plan as such charges may appear on your monthly AOL statement. The monthly rate for the Plan was provided to you at the time you enrolled in the AOL Membership Benefit. You may contact your AOL representative for the current applicable rate for the Plan. Non-payment may result in cancellation of the Plan.
10. **If Your Product Needs Service: In the event the product fails to operate, you may call 1-877-225-2111, 24 hours a day, 7 days a week. AT OUR OPTION, REPLACEMENTS WILL BE NEW, REBUILT, REFURBISHED, OR NON-ORIGINAL EQUIPMENT MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE ORIGINAL FACTORY SPECIFICATIONS.** If, at our sole discretion, it is determined that the product cannot be repaired, we will offer you a replacement product of like kind and quality, either new or refurbished. 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. If you choose not to accept the replacement product which we offer you, then we will provide a payment to you in the form of a gift card or check based on the fair market value of the product as determined by us, based upon the age of the product. This payment amount cannot exceed the available balance of funds under the aggregate claim limit.
11. **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 Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.
12. **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. Batteries;
  - c. Failure of a back-up battery due to improper use or use with unauthorized products;
  - d. Components or products used for any commercial, public, lease or other non-residential purpose;
  - e. 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;
  - f. 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;
  - g. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
  - h. Failures, damage or loss caused by any physical force external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; 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;
  - i. Costs associated with installation or de-installation of any product;
  - j. PC peripherals such as printers, external speakers and/or scanners;
  - k. Televisions that are used as a PC monitor;
  - l. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
  - m. Wireless repeaters, routers, signal boost routers, additional base stations;
  - n. Adjunct devices, or any device that is not built into the PC's CPU housing, except a keyboard, mouse, broadband modem, router or back up battery;
  - o. PCs that do not have administrator's permissions. The covered PC must be able to upload and download software;
  - p. Products that are not owned by you or a member of your household, leased and rented products, or products that are not customarily located in your specified residence;
  - q. 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;
  - r. 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;
  - s. Products whose serial number has been altered or removed;
  - t. Products located outside the United States;

- u. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
  - v. 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;
  - w. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - x. Special, indirect, or consequential damages or losses
  - y. Theft or loss of the product.
  - z. Customer built or assembled computers
13. **Renewal:** This Plan automatically renews from month to month until your AOL membership is cancelled.
  14. **Transfer:** This Plan is not transferable to another party.
  15. **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 AOL's local business office (or other number that AOL may designate for such purpose) or by notifying Asurion in writing at P.O. Box 1818, Sterling, VA 20166. We may elect not to renew the Plan upon 30 days written notice to you. Upon any termination or cancellation by you or AOL, 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 thirty (30) days after cancellation of the Plan. For residents of AL, AR, CA, HI, MA, MD, ME, MN, MO, NJ, NY, 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.
  16. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS A MESSAGE IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD AT [INSERT RETAILER]'S DISCRETION. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO [INSERT RETAILER] 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.
  17. **Limitation of Liability:** Our liability for any negligence, error, mistake, or omission regarding the Plan or replacement of product(s) under the Plan is limited to a correction of any such error, mistake or omission. If such a correction is not possible, our liability will be limited to charges for the applicable month paid to AOL pursuant to the Plan. Any refund must be requested by you. IN NO EVENT WILL THE PLAN OBLIGOR, AOL OR THE ADMINISTRATOR 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, ADMINISTRATOR OR [INSERT RETAILER] OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
  18. **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.
  19. **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.
  20. **Arbitration Agreement:** Most of the questions or concerns that you may have about the program or this Plan can be addressed quickly and satisfactorily by contacting us at 1-866-856-3882. In the unlikely event that there are any disputes that cannot be resolved informally, **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 THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.** For the purpose of this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined in Sections 1 and 2 above, and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns; and (2) National Electronics Warranty, LLC and its wholly owned subsidiaries. The enforcement and interpretation of this arbitration agreement is governed by the Federal Arbitration Act. This arbitration agreement shall survive the termination of this Plan.

This arbitration agreement is intended to be interpreted broadly, and it includes, without limitation: (1) any dispute or claim arising out of or relating in any way to the program or to this Plan this Plan, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; and (2) any such dispute or claim that arose either before this arbitration agreement or Plan was entered into by you and us or that arises after this arbitration agreement or Plan is terminated. Notwithstanding any of the foregoing, this arbitration agreement does not preclude you or us from bringing an individual action in small claims court. This arbitration agreement also does not preclude you from informing any federal, state or local agencies or entities of your dispute or claim. Such agencies or entities may be able to seek relief from us on your behalf.

If You wish to arbitrate a dispute or claim against us, you must first send a Notice of Claim ("Notice") in writing and by certified mail to 22660 Executive Drive, Suite 122, Sterling VA 20166, Attn: Legal Dept. The Notice must state the basis for your dispute or claim and the relief you are seeking. If we do not resolve the dispute or claim to your satisfaction within 30 days of receipt of the Notice, you may initiate an arbitration against us with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration by calling 1-800-778-7879 or by visiting the AAA's website at [www.adr.org](http://www.adr.org). After we receive notice of the arbitration, we will reimburse you for payment of the filing fee required to initiate the arbitration, as long as your dispute or claim is for less than \$75,000. If you are unable to pay the filing fee required to initiate the arbitration, we will pay the filing fee if you send a request to us in writing and by certified mail to 22660 Executive Drive, Suite 122, Sterling VA 20166, Attn: Legal Dept. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary

Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this arbitration agreement. You can obtain a copy of the Arbitration Rules by visiting the AAA's website at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

The arbitrator appointed by the AAA to decide your claim or dispute is bound by the terms of this agreement to arbitrate. All issues related to your claim or dispute will be decided by the arbitrator, with the exception that issues relating to the scope and enforceability of this agreement to arbitrate will be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your mailing address. If your claim or dispute is for \$10,000 or less, we agree that you may choose to conduct the arbitration hearings either by submitting written documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your claim or dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this agreement to arbitrate, unless you seek more than \$75,000 from us in the arbitration or your dispute or claim is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In those two cases, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a decision and provide a written explanation of the facts and law upon which that decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us before the arbitrator was selected or if we made no settlement offer before the arbitrator was selected and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$10,000, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorneys' fees and the actual amount of any expenses he or she reasonably incurred when investigating and pursuing your dispute or claim in arbitration. Neither you nor we will disclose any settlement offers to the arbitrator until after the arbitrator has issued a decision and determined the damages award, if any. The arbitrator may resolve any disputes regarding fees and expenses either during the arbitration hearings or within 14 days of issuing a decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have to such fees and expenses under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby agree to waive the right to do so.

To the extent either declaratory or injunctive relief is sought by you in the arbitration, such relief can be awarded only in your favor and only to the extent necessary to provide the relief warranted by Your claim. **YOU AND WE AGREE THAT YOU MAY BRING A CLAIM AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute or claim of another person with your dispute or claim and may not preside over any form of a representative or class proceeding. If this specific provision of this arbitration agreement is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.

#### **State Variations**

The following state variations shall control if inconsistent with any other terms and conditions:

**Alabama Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. 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.

**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 service received.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. 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 of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision 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.

**Illinois Residents:** You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

**Nevada Residents:** The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If you or we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (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 covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. The Arbitration Agreement provision of this Plan is deleted and does not apply.

**New Hampshire Residents:** Contact us at 1-800-994-7267 with, questions, concerns, or complaints about the program. 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, New Hampshire 03301, telephone number: 1-603-271-2261.

**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 a home appliance.

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract

is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan's Arbitration Agreement shall be a nonbinding award against you,** provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider 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 the provider. 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 Guaranty Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation. There is no deductible required to obtain service for your covered product.

**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.** In the event you cancel this Contract within 20 days of receipt of the Contract, and no claim has been paid, you shall receive a full refund of the Contract purchase price. In the event we cancel this Contract or you cancel this Contract after 20 days of receipt of the Contract, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may only cancel this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by you to us, or a substantial breach of duties by you relating to the products or its use. If we cancel this Contract, we will mail you, at your last address listed in our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **(2)** the sentence "The enforcement and interpretation of this arbitration agreement is governed by the Federal Arbitration Act." is deleted in its entirety.

**Wyoming Residents:** This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. 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 National Electronics Warranty, LLC.

To obtain a large-type copy of the terms and conditions of this Plan, please call 1-877-225-2111.

Administered by:

Asurion

P.O. Box 1340 • Sterling, VA 20166 • 1-877-225-2111

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