

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 THIS PLAN. For more information on how to file a claim, please refer to the “To Obtain Service” provision below.

Obligor: The company obligated under this Plan in all states and the District of Columbia, except in Florida, is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, 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 this Plan, as indicated in the Obligor section above; **(2) “administrator”** refers to (a) Asurion Services, LLC. in all states and the District of Columbia, except 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) “product”** refers to the consumer item(s) which you purchased concurrently with and is/are covered by this Plan; **(4) “retailer”** refers to the retailer from which you purchased the product and this Plan, as indicated on the sales receipt or order confirmation email; **(5) “you”**, and **“your”** refer to the individual who purchased the product and this Plan, or the approved transferee; **(6) “breakdown”** refers to the mechanical and/or electrical failure that impedes the functionality of the product caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, to include re-rhodium of white metals on jewelry and watches], (c) dust, heat, or humidity, d) power surge, and (e) unintentional and accidental damage from handling as a result of normal use (“ADH”) (only if you purchased a Plan which includes this coverage, as indicated below); and **(7) “replacement product”** refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF LIKE KIND AND QUALITY, OR SAME TITLE, THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT, OR, IN THE CASE OF JEWELRY OR WATCHES, A PRODUCT WITH SIMILAR FEATURES.** Technological advances may result in a replacement product with a lower selling price than the original product.

Instructions: You must keep this Plan and the sales receipt or order confirmation email for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt or order confirmation email containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

Maintenance: You must perform all maintenance required by the original manufacturer’s warranty or retailer’s warranty, including but not limited to, inspection of the product by the retailer or the retailer’s agent under the terms of this Plan.

What Is Covered:

All Product Plans Except Jewelry & Watches: This Plan covers replacement costs or parts and labor costs to repair your product in the event your product experiences a breakdown which is not covered under any insurance policy, other warranty, or any other service contract. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to a breakdown. 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 after the filing of the claim. For depot service, you will be responsible for delivery or the cost of delivery of the product to the service center for repair or replacement. **Non-original parts may be used for repair of the product.** 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 original purchase price you paid for the product, including applicable sales tax, as indicated on your sales receipt or order confirmation email. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product or reimbursement. In the event we provide you a replacement product or reimburse you for the purchase price you paid for the product, including applicable sales tax, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

For the following product categories, this Plan includes the following enhanced coverage beginning on your date of purchase:

Portable Electronics:

- **Accidental Damage from Handling, as a result of normal use (“ADH”) for portable electronic products only**
- **One (1) annual cleaning on all laser driven products**
- **Power Surge**

Gaming Systems/Handheld Gaming Devices/Video Games/Discs/CDs/DVDs:

- **Accidental Damage from Handling, as a result of normal use (“ADH”) for video games, discs, CDs, DVDs, other software and portable electronic products only**

- **Power Surge**
- **For Gaming Systems only, this Plan covers parts and labor costs to repair or replace your video game system, as well as up to nine (9) video games purchased during the term of the Plan**

Major Appliances:

- **Laundry Allowance** – If you purchased a Plan for a washer or dryer, you will receive a reimbursement of up to twenty-five dollars (\$25) for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator. **NOTE:** The reimbursement amounts will be applied towards the maximum liability of this Plan.
- **Food Spoilage** – If you purchased a Plan for a refrigerator or freezer, you will receive a reimbursement of up to three hundred dollars (\$300) for food losses resulting from a breakdown of your refrigerator or freezer for the period of time specified on your receipt, on a per refrigerator or freezer, per incident basis. Documented proof of loss will be required. **NOTE:** The reimbursement amounts will be applied towards the maximum liability of this Plan.
- **Preventative Maintenance Part Reimbursement Add-On (For Major Appliances only)** – You will receive a 25% reimbursement on select preventative maintenance parts, including water filters, air filters, refrigerator coil brushers, drying lint brushes, aluminum vents, washer hoses, washer fresheners, for the term of this Plan. There is a five-hundred dollar (\$500) limit on the preventative maintenance parts reimbursement for the term of the Plan. You will need to contact the administrator at 1-888-221-3287 to file a claim for this Plan. You will be required to provide the administrator with a copy of the sales receipt to obtain the reimbursement.
- **Power Surge**

Televisions:

- **During the claims process, up to a forty-five dollar (\$45) reimbursement of the cost of installation, removal or reinstallation of the product in connection with a repair or replacement of the product for the term of this Plan**
- **Power Surge**

Non-Portable Electronics/Non-Portable Small Appliances/Non-Portable Power Tools:

- **Shipping Reimbursement** – If you purchased a Plan for a non-portable small appliance, non-portable power tool or a non-portable electronic, you will receive a one-time reimbursement up to fifteen dollars (\$15) via a gift card or check, at our discretion, to reimburse you for the cost of shipping your product to the manufacturer for repair or replacement during the term of the manufacturer's warranty. You will need to contact the administrator at 1-888-221-3287 to file a claim for this benefit. You will be required to provide the administrator with a copy of the shipping receipt to obtain the reimbursement.
- **One (1) annual cleaning on all laser driven products**
- **Power Surge**

Optical:

- **Accidental Damage from Handling, as a result of normal use ("ADH") such as cracked frames and cracked or scratched lenses for optical products only**

All Jewelry & Watch Plans: This Plan covers replacement costs or parts and labor costs to repair your product in the event your product experiences a breakdown which is not covered under any insurance policy, other warranty, or any other service contract. For Watch Plans, coverage includes breakdowns to the crystal, crown, stem, band or bracelet (the "Components"). For Lifetime Jewelry Plans, coverage also includes one (1) initial ring sizing and one (1) subsequent ring sizing. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to a breakdown. Depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for after the filing of the claim. For Lifetime Jewelry Plans, for depot service you will be responsible for the delivery or cost of the delivery of the product to the service center for repair or replacement, per our instructions. For depot service for other categories, this Plan also covers the cost of delivery of the product to the service center for repair or replacement, per our instructions. **Non-original parts may be used for repair of the product.** If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the purchase price you paid for the product, including applicable sales tax, as indicated on your sales receipt or order confirmation email. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product or reimbursement. In the event we provide you a replacement product or reimburse you for the purchase price you paid for the product, including applicable sales tax, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate.

Term of Coverage:

For Portable Electronics/Video Games/Discs/CDs/DVDs/Major Appliances/Televisions/Non-Portable Electronics/Small Appliances/Power Tools/Computers: Your term begins on your date of purchase and continues for the period indicated on your sales receipt or order confirmation email. Except for the enhanced coverage noted above, which begins on your date of purchase, all other coverage is effective upon the expiration of the manufacturer's warranty. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain

additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within this Plan's terms and conditions. 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 repair has been completed and your product has been delivered to you.

For Sporting Goods/Lawn & Garden/Power Equipment/Vacuums/Luggage/Baby Gear: Your term and coverage begin upon the expiration of your manufacturer's labor warranty and continue for the period indicated on your sales receipt or order confirmation email. 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 repair has been completed and your product has been delivered to you.

For Golf Clubs: Your term and coverage begin upon expiration of the retailer's store return policy of thirty (30) days and continue for the period indicated on your sales receipt or order confirmation email. 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 repair has been completed and your product has been delivered to you.

For Jewelry/ Watch Plans: Your term and coverage begin on the date of purchase and continue for the period indicated on your sales receipt or order confirmation email. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the repair has been completed and your product has been delivered to you.

For Lifetime Jewelry Plans: Your term and coverage of this Plan begin on the date of purchase and continue for your lifetime.

For Optical: Your term begins on your date of purchase and continues for the period indicated on your sales receipt or order confirmation email, and is inclusive of the retailer's store return policy of thirty (30) days. During the first thirty (30) days you may be required to return the product to the retailer to process your claim if your product experiences a breakdown. 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 repair has been completed and your product has been delivered to you.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same defect, and that product requires a fourth (4th) repair for the same defect, as determined by us, we will replace it with a replacement product or reimburse you for the purchase price you paid for the product, not to exceed the purchase price you paid for the product, including applicable sales tax. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. In the event we provide you a replacement product or reimburse you for the purchase price you paid for the product, including applicable sales tax, all of our obligations under this Plan have been fulfilled in their entirety and this Plan will terminate. (**NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH.)

To Obtain Service: If your product experiences a breakdown, call the administrator twenty-four (24) hours a day, seven (7) days a week, at 1-888-221-3287 or go online to www.asurion.com/military to process your claim. Please have your sales receipt or order confirmation email available and be prepared to tell us which product needs service and the nature of the problem. Lifetime Jewelry Plan holders will be responsible for the delivery or cost of the delivery of the product to the service center for repair or replacement, per our instructions. **You must call the administrator prior to having service; all repairs must be authorized in advance.** We will not reimburse you for work done by unauthorized service centers or others. All claims must be reported within thirty (30) days after the expiration of this Plan. Service under this Plan may void the manufacturer's warranty of your product. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product. Foreign language assistance is available for your convenience.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least 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, including applicable sales tax, as indicated on your sales receipt or order confirmation email. The total liability under this Plan for any single product is: (a) replacement of the product with a replacement product; (b) reimbursement of the purchase price you paid for the product, including applicable sales tax as indicated on your sales receipt or order confirmation email; or (c) the total of all authorized repairs up to the purchase price you paid for the product, including applicable sales tax as indicated on your sales receipt or order confirmation email. In the event that we have met any of the above conditions (a), (b) or (c) we will have fulfilled all of our obligations under this Plan and this Plan will terminate.

Deductible: There is no deductible required to obtain service on your product.

Transfer: This Plan may be transferred. Lifetime Jewelry Plans may be transferred only if the product and Plan are given as a gift to a new owner within the first ninety (90) days of this Plan. All other Plans may be transferred to a new owner anytime during the term of the Plan. To transfer this Plan, contact the administrator at P.O. Box 1818, Sterling, VA 20167 or 1-888-221-3287. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: Plans are renewable at our discretion.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS, EXCEPT AS INDICATED ABOVE; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, OR INTRODUCTION OF FOREIGN OBJECTS

INTO THE PRODUCT; TAMPERING WITH PRONGS, BEZELS OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES, OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (4) UNAUTHORIZED REPAIRS, ANY DAMAGE CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (5) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDED INSTRUCTIONS, MAINTENANCE OR TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (6) COSMETIC DAMAGE, INCLUDING SCRATCHES, PEELINGS AND DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM; (7) WATER DAMAGE IF THE ITEM IS USED UNDER CONDITIONS WHICH EXCEED THE MANUFACTURER'S WATER RESISTENCE GUIDELINES; (8) THIRD PARTY ACTIONS (INSECT INFESTATIONS, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (9) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (10) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (11) DAMAGE CAUSED BY BATTERIES OR REPLACEMENT OF BATTERIES; (12) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES OR ACCIDENTAL DAMAGE FROM HANDLING AS INDICATED ABOVE, DAMAGE COVERED UNDER ANY INSURANCE POLICY OTHER WARRANTY OR SERVICE CONTRACT; (13) PRODUCTS THAT ARE LOST, STOLEN OR MYSTERIOUSLY DISAPPEAR; (14) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (15) COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS INDICATED ABOVE; (16) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; (17) PREVENTATIVE MAINTENANCE, PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES; (18) ANY LOSS OTHER THAN A BREAKDOWN OF THE PRODUCT; (19) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN POLICY; (20) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, MISSING BUTTONS, CLASPS, SCREWS, BEADS, AND ANY OTHER DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (21) SCRATCHES (EXCEPT FOR THE VIDEO GAME/DVD/CD/SOFTWARE PLANS AND OPTICAL PRODUCTS), PEELING AND DENTS; (22) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (23) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER, OR ANY FAILURES, PARTS, AND/OR PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE ASSOCIATED WITH A MANUFACTURER'S RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (24) ACCESSORIES USED IN CONJUNCTION WITH A PRODUCT; (25) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (26) PARTS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT INCLUDING BUT NOT LIMITED TO BATTERIES, RIBBONS, TAPES, BULBS, HOSES, FILTERS, FUSES, KNOBS, VACUUM CLEANER BELTS, OR BAGS; (27) DAMAGE INCURRED DURING TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION OR REMOVAL; (28) WATER OR LIQUID MARKS OR RINGS FROM NORMAL HOUSEHOLD FOOD AND BEVERAGE PRODUCTS; (29) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (30) BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY, AND PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS; (31) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (32) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (33) SERVICE WHERE NO PROBLEM CAN BE FOUND; (34) COLOR FADING OF PICTURE FOR ANY TELEVISION, UNLESS SUCH FADING IS BEYOND EXPECTED NORMAL WEAR AND TEAR OR NOT ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS OVER THE LIFE OF THE PRODUCT; (35) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, MEMORY STICKS, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (36) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (37) WATER AND GAS LINES BEYOND THE PRODUCT; (38) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (39) DAMAGE TO RUGS, CARPETS, TARPS, PICTURES, GLASS, LAMPS, AND ACCESSORIES; (40) FADING CAUSED BY SUNLIGHT, WIND OR WEATHER; (41) DAMAGE FROM EXCESSIVE HEAT; (42) DAMAGE CAUSED BY AN ANIMAL; AND (43) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND OUTSIDE THE DISTRICT OF COLUMBIA;

AND (44) FLAWS IN GEMSTONES; (44) LOSS OF DIAMONDS, GEMSTONES OR ANY OTHER PARTS OF THE PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE.

Cancellation: You may cancel this Plan at any time for any reason by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to the administrator at P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, less the cost of any claims that have been paid or services received; or (b) by you after thirty (30) days of receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to one hundred percent (100%) of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or services received. For residents of AL, AR, CA, CO, DC, 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 ten percent (10%) penalty per month. If your product qualifies for the buyback benefit and you have a buyback of that product in accordance with the terms and conditions of the buyback agreement, then this Plan may be cancelled as of the date the buyback is completed. Upon this cancellation you shall receive a pro-rata refund based on the above terms and any state cancellation provision applicable to you. Please contact customer service at 1-888-221-3287 to process the cancellation.

Insurance: 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, Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (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) United States Military Exchange Services and its wholly-owned subsidiaries, affiliates, agents, employees, successors and assigns.

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

(a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 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 or by calling 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 \$10,000, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we 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 that have been paid or services received. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer or 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. Item (4) of the WHAT IS NOT COVERED section is deleted and replaced with the following: **(4) UNAUTHORIZED REPAIRS, ANY DAMAGE CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS WHILE OWNED BY YOU.**

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 less the cost of any claim that has been paid or services received; 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 following is added to the To Obtain Service provision: "In-home service is not available under this Plan." 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. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the repair has been completed and your product has been delivered to you.

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 the expiration of its term, we will not deduct the cost of any claims that have been 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 of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to a trial by jury and waive the right to participate in class arbitrations, class actions or other representative proceedings. 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.

Nevada Residents: If this Plan is cancelled, no deduction shall be made from the refund for the cost of any claims that have been 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 we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be 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. Item (12) in the What Is Not Covered section is deleted and replaced with the following: **(12) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES OR ACCIDENTAL DAMAGE FROM HANDLING AS INDICATED ABOVE, DAMAGE COVERED BY THE MANUFACTURER'S OR RETAILER'S WARRANTY.** Item (4) in the WHAT IS NOT COVERED section is deleted and replaced with the following: **(4) UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, OR ANY DAMAGES ARISING THEREFROM. IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.** Contact us at 1-888-221-3287 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this contract, complaints or questions about this program may be directed to the Nevada Department of Insurance, telephone 1 (800) 872-3234.

New Hampshire Residents: Contact us at 1-888-221-3287 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, 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 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. We may non-renew, but may not cancel this Plan prior to the expiration of the monthly term except 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. Item (8) of the **WHAT IS NOT COVERED** section is deleted and replaced with the following: **(8) THIRD PARTY ACTIONS, INSECT INFESTATION, FIRE, COLLISION, VANDALISM AND THEFT.** Oklahoma license number:44199294.

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 the United States Military Exchange Services 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 1-888-221-3287. 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 1-888-221-3287 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this contract, complaints or questions about this program may be directed to the SC 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 Guaranty Association. The third sentence in the Cancellation section 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.

Virginia Residents: Contact us at 1-888-221-3287 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 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 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, WAIVE THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act." in the first sentence of sub-paragraph **(a)** is deleted in its entirety.

Wyoming Residents: The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily

consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “we” and “us” include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the Terms and Conditions of this Plan, please go online to www.asurion.com/military.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-8434 • 1-888-221-3287
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Customer Name: _____ **Customer Address:** _____