

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.

TERMS AND CONDITIONS

Thank you for trusting Asurion to protect Your Product. THIS PLAN (THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). It requires You to submit any disputes through binding and individual arbitration or through small claims court. Please read these terms and conditions completely. If You do not agree with any of the terms of this Plan, please do not use it and cancel it as further outlined below.

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

A. DEFINITIONS

- “**Obligor**,” “We,” “Us” and “Our” refer to the company that You are contracting with to provide the services set forth in this Plan:
 - In all states and the District of Columbia, except Florida, the **Obligor** is **Asurion Service Plans, Inc.**, whose address is P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882.
 - In Florida, the **Obligor** is **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882.
- “Administrator” refers to the company that facilitates the claims process under this Plan:
 - In all states and the District of Columbia, except Florida, the Administrator is Asurion Services, LLC.
 - In Florida, the Administrator is Asurion Service Plans of Florida, Inc.
 - The Administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, 1-866-551-5924.
- “Retailer” refers to the retailer from which You purchased this Plan.
- “Product” refers to the item which is owned by You and is covered by this Plan.
- “You” and “Your” refer to the individual who purchased the Product and this Plan, or the approved transferee.
- “Breakdown” refers to the mechanical or electrical failure or malfunction of the Product(s) caused by:
 - defects in materials and/or workmanship;
 - normal wear and tear (except as explicitly excluded herein);
 - dust, heat, or humidity;
 - Product-specific coverage listed in WHAT IS COVERED below.
- “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. THIS MAY RESULT IN A REPLACEMENT PRODUCT BEING A DIFFERENT COLOR DUE TO DYE LOTS VARIATIONS AND A LOWER SELLING PRICE THAN THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a Replacement Product with a lower selling price than the original Product.
- “Manufacturer’s Warranty” refers to the warranty coverage provided by the manufacturer or Retailer of the Product.

B. TERM OF COVERAGE

- The term of this Plan begins after the expiration of the Retailer’s return period and continues for the period indicated on Your order confirmation email. The term of this Plan will be extended an additional fifteen (15) days to accommodate for the delivery of Your Product.
- Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled.
- If Your Product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the service is completed.

C. THE MANUFACTURER’S WARRANTY

- This Plan is inclusive of the Manufacturer’s Warranty; it does not replace the Manufacturer’s Warranty. This Plan provides certain additional benefits during the term of the Manufacturer’s Warranty period as listed below in WHAT IS COVERED. After the Manufacturer’s Warranty expires, the Plan continues to provide some of the Manufacturer’s Warranty benefits as well as certain additional benefits listed within these terms and conditions.
- Parts and services covered during the Manufacturer’s Warranty period are the responsibility of the manufacturer or Retailer that originally included the Manufacturer’s Warranty in the purchase of Your Product.
- We will refer You back to the manufacturer or Retailer if We determine a Breakdown is covered by the Manufacturer’s Warranty.

D. WHAT IS COVERED

- **Beginning after the Manufacturer’s Warranty Expires:** The Plan continues to provide some of the Manufacturer’s Warranty benefits and covers the replacement costs or parts and labor costs to repair Your Product in the event of a Breakdown during normal usage of the Product.
- **Beginning after the expiration of the Retailer’s return period (including the Manufacturer’s Warranty period):** The Plan covers the following product-specific enhanced coverages:

Furniture:

- Seam separation and slippage; rips, tears, burns or heat marks up to 1 inch, or punctures.
- Unintentional stains attributed to a single occurrence (excluding pet stains, accumulation and other stains as excluded in WHAT IS NOT COVERED).
- Unintentional dents and chips.
- If not covered by the Manufacturer during the Manufacturer's Warranty:
 - Structural defects including (a) dovetail construction; (b) warping to shelving and legs; (c) frame breakage (including breakage of legs) or separation of frame components; (d) separation of joints and welds; (e) breakage to hinges and mechanisms, including all moving parts and metal hardware; and (g) breakage of casters, wheels, buttons, drawer pull/guides and other moving parts; h) lifting, cracking and peeling.

Rugs:

- Unintentional stains attributed to a single occurrence (excluding pet stains, accumulation and other stains as excluded in WHAT IS NOT COVERED).
- Rips, tears, burns or heat marks up to 1 inch, and punctures.
- Seam separation.

Mattresses:

- Unintentional stains attributed to a single occurrence (excluding pet stains, accumulation and other stains as excluded in WHAT IS NOT COVERED).
- Rips, tears, burns or heat marks up to 1 inch, and punctures.

E. WHAT IS NOT COVERED**For All Products**

- Damage caused by misuse, abuse, willful or intentional conduct;
- Breakdown caused by introduction of foreign objects or insect infestation;
- Damages caused by acts of God or third-party actions, including but not limited to: fire, collision, vandalism, theft, war, invasion or act of foreign enemy, riot, strike, labor disturbance or civil commotion;
- Consequential or incidental damages, including but not limited to: loss of business, loss of profits, damage or loss to any data or operating system, downtime, charges for time and effort, liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the Product;
- Parts intended for periodic replacement unless specified in the What is Covered section above (for example: computer software or disks, external power supplies, spark plugs, filters, knobs, batteries, bags, belts, trimmer line, and bulbs);
- Any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs;
- Inherent defects that are the responsibility of the manufacturer;
- Products not originally covered by a store return policy or Manufacturer's Warranty, e.g., floor models;
- Pre-existing conditions;
- Unauthorized service, including service or replacement outside of the USA unless authorized by Us or the Administrator;
- Problems due to improper installation;
- Products with altered or missing serial numbers;
- Products with safety feature(s) removed, bypassed, disabled or altered;
- "No Problem Found" diagnosis or failure to follow the Manufacturer's instructions;
- Products that are not listed on this Plan;
- Products used for commercial purposes;
- Products used in multi-user organizations, public rental or communal use in multi-family housing;
- Stains and damage caused by the delivery process of the covered item;
- Stains due to accumulation;
- Stains from pet accidents;
- Stains as a result of: acid, bleach, body oils, caustic solutions, dye, incontinence, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, flooding, rust, smoke or other caustic materials, cosmetics, or wax;
- Fading from sun exposure unless Your Product is designed to be outdoors;
- Scratches of any type;
- Products made of silk;
- Damage caused by gum, mold or mildew, odors, color loss, non-stain related discoloration, or corrosion;
- Costs or damage resulting from negligence, misuse or abuse, including but not limited to: burns and heat marks longer than one inch (1");
- Cost of preventative maintenance and damages caused by improper preventative maintenance;
- Damage caused by carrying or moving the Product.

For Mattresses

- Box springs;
- Loss of resiliency;
- Separation of seams along mattress seam lines.

Furniture

- Glass contained in/on Products, including but not limited to: tabletops, cabinet doors or other similar parts.

F. HOW THE PLAN WORKS

- To file a claim, You may go online to Asurion.com/amazon twenty-four (24) hours a day, seven (7) days a week, or You may call customer service at 1-866-551-5924 to speak to an agent.
- Provide a copy of the order confirmation email for the Product and the Plan. This Plan, including the terms, conditions, limitations and exclusions, and Your order confirmation email(s) for the Product and this Plan, constitute the entire agreement between You and Us.
- We may require You to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for Your Product. You may be required to provide additional documentation such as State or Federal issued photo identification, other than a professional or student license or I.D., proof of loss, or other claim documentation as a condition to receiving service, replacement or reimbursement.
- At Our sole discretion, We may require that You bring the Product to an authorized service center, or send pictures of the original Product to Us for inspection by Our authorized service center, as a condition to receiving a repair, Replacement Product, or a reimbursement under this Plan. We may also require You to purchase a Replacement Product with similar features, as a condition to receiving a reimbursement under this Plan.
- Once Your claim is approved, You will be informed of Your Product's qualifying type of service.
- You are responsible for delivery or the cost of delivery of Your Product to the authorized service center for repair or replacement, per Our instructions.
- For some Products, We may schedule an appointment for in-home or remote service.
- For Plans covering RUGS, MATTRESSES, OR FURNITURE: If We elect to repair Your Product, We may, at our option:
 - provide cleaning or repair advice;
 - mail You a stain removal kit, including products to aid in stain removal;
 - provide You a sewing or patching repair kit;
 - mail You a parts kit to replace missing or broken parts; and/or
 - arrange for on-site service as described below.

Please note that We cannot guarantee that any such repair or replacement will result in exact matches (such as color matches) with the original Product due to differences in dye lots, natural grains, external conditions or other similar reasons.

- We may use non-original parts for repairs.
- If We determine that We cannot service Your Product, We will either replace it with a Replacement Product, of like kind and quality that performs to the factory specifications of the original Product or, reimburse You for authorized repairs to, or replacement of, the Product, or at our discretion issue You a gift card, check or electronic payment for the original purchase price You paid for the Product, excluding sales tax, as indicated on Your order confirmation email.
- All claims, repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.
- For Plans covering RUGS, MATTRESSES, AND FURNITURE: If instructed by Us, You may arrange for repair of the Product at a local 3rd party repair service, and We will reimburse You. We will reimburse You in the form of a gift card, check or electronic payment, at Our discretion, for the pre-approved cost of the repair not to exceed the per claim limit in Limits of Liability.
- Any abuse of this Plan by You, or discovery by Us of fraud or material misrepresentation in the presentation of a claim including but not limited to filing a claim for a product not belonging to You, may result in claim denial and/or cancellation of this Plan as set forth in Cancellation.
- To receive Your Replacement Product, gift card or check, You may be required to send Your claimed Product to Us using a pre-paid shipping label.

NOTE:

- All claims must be reported within thirty (30) days after expiration of this Plan.

G. GENERAL PROVISIONS

No Lemon Policy: After three (3) service repairs for the same covered Breakdown have been completed on an individual Product under this Plan and We determine that the Product requires a fourth (4th) repair, We will at Our discretion provide You with a Replacement Product, or provide You with a gift card or check with a value equal to the original purchase price you paid for the Product, excluding sales tax, as indicated on Your order confirmation email. 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 or customer education.

SERVICE FEE: There is no service fee for repairs or replacements provided under this Plan.

IN-HOME SERVICE: If the Product requires in-home service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for Our technicians to receive on-site service.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of:

- authorized repairs;
- a Replacement Product;
- reimbursement for authorized repairs or replacement; or
- the original purchase price You paid for the Product, excluding sales tax, as indicated on Your order confirmation email for the Product.

The total liability under this Plan for any single Product is:

- (a) replacement of the Product with a Replacement Product;
- (b) reimbursement of the original purchase price You paid for the Product, excluding sales tax, as indicated on Your order confirmation email for the Product; or
- (c) the total of all authorized repairs up to the original purchase price You paid for the Product, excluding sales tax, as indicated on Your order confirmation email for the Product.

If We have met any of the above conditions (a), (b) or (c), We shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

Transferability: This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer, call 1-866-551-5924. You must include the Plan number, date of transfer, and the new owner's name, complete address and telephone number.

Renewal: This Plan may be renewed at Our discretion.

Cancellation: You can cancel this Plan at any time for any reason by doing one (1) of the following:

- Go to www.amazon.com/orders within 30 days of purchase and request cancellation of the Asurion Plan;
- Email Us at DepartmentC@asurion.com; or
- Write to P.O. Box 1818 Sterling, VA 20167.

We may cancel this Plan immediately if we discover any abuse of this Plan, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You. If You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund, less the cost of any claims that have been paid or repairs that have been made. If You cancel this Plan after thirty (30) days, You will receive a pro rata refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made, less an administrative or cancellation fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less.

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 We or the Administrator cancel this Plan, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims paid or repairs made. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY, and any other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

Insurance Securing This Plan: This Plan is not an insurance policy, however, our obligations under this Plan are insured under a 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.

H. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT

Please read this section carefully. It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "We" and "Us" also include the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and Administrator of this Plan (as defined above). Most of Your concerns about this 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 ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

This A.A.:

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

Arbitration Process:

- How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656 .
 - Describe the dispute and relief sought in the Notice.

- If the dispute is not resolved 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 by calling 1-800-778-7879.
- Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- Any hearing will take place in the county or parish of Your mailing address unless You and We agree to a different location.

Fees:

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

Arbitration Decision:

- You and We agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- If the arbitrator finds in Your favor and the damages awarded are greater than the last settlement We offered, We will do the following.
 - We will pay You the greater of the damages or \$7,500.
 - We will also pay Your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- We waive any right We have to recover attorney’s fees and expenses from You if We win the arbitration.
- If You seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

I. STATE VARIATIONS

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

Arizona Residents: If written notice of cancellation is received prior to the end of the term, the cost of any claims that have been paid or repairs that have been made will not be deducted from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer Product by the Retailer, its assignees, subcontractors and/or representatives or to any conditions that the Obligor or retailer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. The first bullet point for section **E. WHAT IS NOT COVERED** is deleted and replaced with the following: **“Damage caused by misuse, abuse, willful or intentional conduct while owned by you;”** The third sentence of the second paragraph in the Cancellation section is deleted and replaced with the following: If You cancel this Plan after thirty (30) days, You will receive a pro rata refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative or cancellation fee not to exceed ten percent (10%) of the gross amount paid for this Plan or twenty-five dollars (\$25), whichever is less.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If you cancel this Plan within sixty (60) days of receipt of this Plan, you will receive a full refund, less the cost of any paid claims or repairs. If You cancel this Plan after sixty (60) days, You will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or the Retailer.

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

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Connecticut Residents: In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the 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 will not be less than thirty (30) days from the date of mailing or notification of the effective date. 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 repairs that have been made from Your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You. As stated in 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 waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar 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. The third sentence of the second paragraph in the Cancellation section is deleted and replaced with the following: "If You cancel this Plan after thirty (30) days of receipt of this Plan, You shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less."

Maine Residents: The first sentence of the second paragraph in CANCELLATION section is deleted and replaced with the following: "Upon fifteen (15) days' notice, We may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You ."

Minnesota Residents: The first sentence of the second paragraph in the CANCELLATION section is deleted and replaced with the following: "Upon five (5) days' notice, We may cancel this Plan if We discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a Product not belonging to you."

Nevada Residents: If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. If this Plan has been in force for a period of seventy (70) days, We may only cancel before the expiration of the Plan term due to the following reasons, in which case notice of cancellation will be made with fifteen (15) days' notice to You: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 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. Contact Us at 1-866-551-5924 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone 1-888-872-3234. In the third sentence of the second paragraph of the Cancellation section, "administrative fee" is deleted and replaced with "cancellation fee."

New Hampshire Residents: If the Plan is cancelled by Us, We will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. Contact Us at 1-866-551-5924 with questions, concerns or complaints about the Plan. If 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 any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to You: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for a Product not belonging to You; (4) You commit any act, omission or violation of any terms of this Plan after the effective date of this Plan, which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew but may not cancel this Plan prior to the expiration of the 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. 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. Most of Your concerns about the Plan can be addressed simply by contacting Us at 1-866-551-5924. If 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 1-866-551-5924 with questions, concerns or complaints about this Plan. If 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 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 (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 first sentence in the third paragraph 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. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. Non-original parts may be used for repair of the Product if original manufacturers' parts are unavailable.

Virginia Residents: Contact Us at 1-866-551-5924 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

Washington Residents: The first sentence of the second paragraph in the CANCELLATION section is deleted and replaced with the following: "Upon twenty-one (21) days' notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan." 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, upon five (5) days' notice to You, on the grounds of nonpayment, a material misrepresentation, including but not limited to filing a claim for a product not belonging to You, made by You to Us, fraud, or a substantial breach of duties by you relating to the Product or its use. If You cancel this contract due to a total loss of the Product that is not covered by this Plan, We will not deduct an administrative fee from Your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: **"TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS"**; and (2) the phrase "Is governed by the Federal Arbitration Act." is deleted in its entirety.

Wyoming Residents: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or the Retailer, or a substantial breach of duties by You relating to the Retailer service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: (1) "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.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167 • 1-866-551-5924
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