

This offer is no longer sold by Dell as of February 9, 2024. Customers who purchased the service prior to February 9, 2024, will be entitled to receive the service as purchased and as described below.

For customers with an active Product Protection Plan on their device(s), please contact Asurion at 877-806-4172, 7 AM – 10 PM CT, M-F and 8 AM – 5 PM CT, Sat-Sun for any questions.

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

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, IL 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, IL 60606-1078, telephone 866-856-3882.

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

Definitions: Throughout this Plan, the words (1) “we,” “us” or “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 (“Asurion” refers collectively to Asurion Services, LLC, and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at P.O. Box 1340, Sterling, Virginia 20167; (3) “retailer” and “Dell”: refer to the entity from which you purchased the product and this Plan, and as indicated on the sales receipt; (4) “breakdown”: refers to the mechanical or electrical failure of the product caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) dust, heat or humidity, (d) power surges, and (e) unintentional and accidental damage from handling as a result of normal use (“ADH”) for portable electronics only; (5) “product”: refers to the consumer item(s) which you purchased concurrently with and is covered by this Plan; and (6) “you” and “your”: refer to the individual who purchased the product(s) and this Plan or the individual to whom the Plan was transferred as per these terms and conditions.

Service and Replacement Plans for Non-Portable Products:

What Is Covered: During the term of the Plan, this Plan covers parts and labor to repair or replace the product at our discretion in the event your product experiences a breakdown which is not covered under any insurance policy, or any other warranty or service contract. In-home, depot or carry-in service may be available; the customer service representative will inform you regarding what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to the service center for repair or replacement, if required for depot service. We may repair the product, replace it with a product of like kind and quality that performs to the factory specifications of the original product, or at our discretion, we may issue you a check, voucher or gift card for the original purchase price of that product, including sales tax, as indicated on your sales receipt. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable or more costly. Any replacement product purchased with funds as a result of a claim being paid under the terms of this Plan will require the purchase of a new Plan in order for the newly purchased replacement product to be covered.

Term of Coverage: The term and coverage of the Plan commences upon expiration of the manufacturer’s labor warranty and continues for the period indicated on your sales receipt. This Plan will terminate if your product is replaced with a new product or you receive reimbursement for the original product purchase price, including sales tax, as indicated on your sales receipt. In the event that we provide you with a gift card or a check for the original purchase price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the repair has been completed.

No Lemon Policy: After three (3) service repairs have been completed on an individual product for the same defect, and that individual product requires a fourth (4th) repair for the same defect, as determined by us, we will replace it with a product of like kind and quality that performs to the factory specifications of the original product, not to exceed the original purchase price, including sales tax. Replacement products may be new or rebuilt to meet the manufacturer’s specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer’s warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

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Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of product replacement with a product of like kind and quality, (3) the cost of reimbursement for authorized repairs or replacement, or (4) the price that you originally paid for the product, including sales tax. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT COVERED, INCLUDING SALES TAX, AS INDICATED ON YOUR SALES RECEIPT OR INVOICE. In the event that the total of any and all authorized repairs and other coverage exceeds the purchase price paid for the product, including sales tax, or we replace the product, we shall have satisfied all of our obligations under this Plan.

Service and Replacement Plans for Portable Products:

What Is Covered: During the term of the Plan, this Plan covers parts and labor to repair or replace the product at our discretion in the event your product experiences a breakdown, including those due to ADH, which is not concurrently covered under any other warranty or service contract. In-home, depot or carry-in service may be available; the customer service representative will inform you regarding what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to the service center for repair or replacement, if required for depot service. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product of like kind and quality that performs to the factory specifications of the original product or we may, at our discretion, issue you a check, voucher or gift card for the original purchase price of that product, including sales tax, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. Any replacement product purchased with funds as a result of a claim being paid under the terms of this Plan will require the purchase of a new Plan in order for the newly purchased replacement product to be covered.

Term of Coverage: The term of your Plan commences upon your date of purchase and continues for the period indicated on your sales receipt. Except for ADH and power surge coverage, which begins on the date you purchase your product, all other coverage begins upon the expiration of the manufacturer's warranty. The 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 the Plan's terms and conditions. In the event that we provide you with a check, voucher or gift card for the original purchase price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the repair has been completed.

No Lemon Policy: After three (3) service repairs have been completed on an individual product for the same defect, and that individual product requires a fourth (4th) repair for the same defect, as determined by us, we will replace it with a product of like kind and quality that performs to the factory specifications of the original product, not to exceed the original purchase price. Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. The No Lemon Policy is not applicable to breakdowns caused by unintentional and accidental damage from handling.

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of product replacement, (3) the cost of reimbursement for repairs or replacement authorized in advance by Asurion, or (4) the price that you originally paid for the product, including sales tax. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT COVERED, INCLUDING SALES TAX, AS INDICATED ON YOUR SALES RECEIPT OR INVOICE. In the event that the total of any and all authorized repairs and other coverage exceeds the purchase price paid for the product, including sales tax, or we replace the product, we shall have satisfied all of our obligations under this Plan.

The Following Items Are Applicable to All Plans:

How It Works: If your product fails, call 877-806-4172 7am-10pm CT M-F and 8am-5pm CT Sat-Sun to process your claim. In the event you call after hours, there will be access to an automated agent, and you will be able to file a claim. All repairs must be authorized in advance. Unauthorized repairs may not be covered. In-home, depot or carry-in service may be available; the customer service representative will inform you regarding what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to and from the authorized service center for repair or replacement, if required for depot service. Nonoriginal manufacturer's parts may be used for repair of the product if original parts are unavailable or may cause a substantial delay in service. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a state or federal issued photo identification as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

Free Transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call 877-806-4172 or write to Asurion at P.O. Box 1818, Sterling, Virginia

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201671818. Information provided by you must include the date of transfer and the new owner's name, complete address and telephone number.

Renewal: This Plan may be renewed at our discretion by calling 877-806-4172.

Deductible: No deductible applies to this Plan.

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

Replacement Products: We may, at our discretion, replace your product with a **NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES INCLUDING BUT LIMITED TO LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DOWNTIME, AND CHARGES FOR TIME AND EFFORT, OR ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN DURING THE PERIOD THAT THE PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; (2) ANY PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT (UNLESS SPECIFICALLY COVERED BY THIS PLAN), ABUSE, MISUSE, BATTERY LEAKAGE, EXTREME HEAT, IMPROPER POWER SUPPLY, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES, INCLUDING THIRD-PARTY ACTIONS, FIRE, COLLISION, VANDALISM, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD AND CONSEQUENTIAL LOSS OF ANY NATURE; (4) ACCESSORIES, EXPENDABLES AND SUPPLIES USED IN CONJUNCTION WITH THE PRODUCT, INCLUDING BUT NOT LIMITED TO LIGHT BULBS, BATTERIES, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, OR CHARGERS; (5) SERVICE WHERE NO PROBLEM CAN BE FOUND; (6) PREVENTATIVE MAINTENANCE OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (7) INHERENT PRODUCT DEFECTS; (8) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS PLAN; (9) PRODUCTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR RETAILER'S RETURN POLICY, PRODUCTS SOLD "AS IS," INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (10) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (11) ANY LOSS OR DAMAGE TO RECORDING MEDIA, INCLUDING ANY SOFTWARE PROGRAMS OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NONOPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (12) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (13) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (14) LOSS AND/OR THEFT OF THE PRODUCT; (15) ANY FAILURES OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURER'S RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (16) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES AND ADH WHERE OTHERWISE STATED AS COVERED HEREIN, DAMAGE COVERED UNDER ANY RETAILER'S OR MANUFACTURER'S WARRANTY; (17) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (18) PRODUCTS SOLD "AS IS," INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (19) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (20) PRODUCTS SOLD OR SHIPPED OUTSIDE THE USA; (21) DAMAGE OR LOSS DUE TO WAR, INVASION, OR ANY ACT OF A FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION.

Cancellation: This Plan can be canceled by you at any time for any reason by mailing or delivering notice of cancellation to Asurion at P.O. Box 1818, Sterling, VA 20167-1818. This Plan may be canceled 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 canceled (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 service received, or (b) by you after thirty (30) days of the receipt of this Plan or canceled by us or the administrator at any time, you will receive a refund equal to 100% of the pro rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of AL, AR, CA, CO HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

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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, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to pay or provide service on your claim within sixty (60) days, you may contact Continental Casualty Company directly at 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 assignees of the Plan Obligor and administrator, as defined above; and (2) Dell Marketing, LP, and its wholly owned subsidiaries, affiliates, agents, employees, successors and assignees.

Most of your concerns about the Plan can be addressed simply by contacting us at 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 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 371220656. 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 800-778-7879. Asurion 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. Asurion waives any right it may have under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration.
- (e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR 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 services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

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 first sentence of the Cancellation section is deleted and replaced with the following: You can cancel this Plan at any time for any reason, including if the covered product is returned, sold, lost, stolen or destroyed, by mailing or delivering to Asurion your notice of cancellation at P.O. Box 1818, Sterling, VA 20167-1818. In the event of a dispute with us or the Administrator

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that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 061420816, 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 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 Code 33-2444. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any 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 waive the right to a trial by jury and to participate in class actions, class arbitrations 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 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-day (30-day) period or portion thereof that the refund and any accrued penalties remain unpaid. 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 this Plan is cancelled, we will not deduct the cost of any services received from your refund. The following language is added to item (3) in the WHAT IS NOT COVERED section: (3) 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.

New Hampshire Residents: Contact us at 877-806-4172 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: 603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oklahoma Residents: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Contract. Oklahoma license number: 862590.

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 obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. 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: Contact us at 877-806-4172 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, P.O. Box 100105, Columbia, SC 29202-3105, 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, 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 (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

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Utah Residents: NOTICE: This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. The second sentence in the Cancellation 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. The following is added to the How It Works section: If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.

Washington Residents: If we fail to act on your claim, you may contact Continental Casualty Company directly at 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. 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 THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act" in the first sentence of paragraph **(a)** is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision of 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 assignees; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assignees.

Administered by:
Asurion

P.O. Box 1340 • Sterling, Virginia 20167-1340 • 877-806-4172

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Customer Name: _____ Customer Address: _____