

We, the administrator or the retailer from whom you purchased the product covered by this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.

1. **Obligor:** The company obligated under this Plan in all states and the District of Columbia except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.
2. **Definitions:** (1) "we," "us" and "our" refer to the company obligated under this Plan, as referenced 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) "American Residential Warranty" refers to the seller of this Plan; (4) "you" and "your" refer to the individual who purchased this Plan; (5) "breakdown" refers to the mechanical or electrical failure of the products caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) power surges and (d) unintentional and accidental damage from handling as a result of normal use of the product ("ADH") for laptops, tablets, portable DVD/Blu-ray players, portable handheld gaming devices and printer display screens only; and (6) "replacement product" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF LIKE KIND AND QUALITY, WITH SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
3. **Term:** The Plan will become effective and billing will commence upon your subscription to the Plan. **As specified in Coverage Section 4(b), there is a thirty (30) day waiting period before coverage commences.**
4. **Coverage:** If the product fails due to a breakdown, we will repair it, or, at our sole option, provide a replacement product or provide a reimbursement to you in the form of a check or gift card, based on the replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown, not to exceed the Plan Limits of Liability as stated below. The term of coverage is further outlined below.
 - a. **Qualifying Products:** The Plan covers an unlimited quantity of the following of products as outlined below:
 - Desktops, Laptops, Tablets (collectively referred to as "PC" or "PCs"). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows XP or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer.
 - Home Routers (wired or wireless) of any brand and any age.
 - External Hard Drives of any brand and any age.
 - Printers and Multifunction Printers (collectively referred to herein as "printer" or "printers"). Printers can be of any brand and any age.
 - LCD, Plasma or LED televisions (collectively referred to as "television" or "televisions"). Televisions can be of any brand, any age and any size and include original remote controls and universal remote controls.
 - Gaming Systems including controllers (collectively referred to as "gaming system" or "gaming systems"). Gaming systems can be of any brand and any age.
 - DVD Player, Blu-Ray Player and portable DVD players (collectively referred to as "DVD Players") can be of any brand and any age.
 - Home Theater systems including a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner (collectively referred to as "home theater systems in a box"). Home theater systems in a box can be of any brand and any age.
 - b. **Coverage Effective Date:** Coverage under the Plan will commence thirty-one (31) days after your subscription to the Plan. No service will be provided during the initial thirty (30) days of the Plan. If the Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date. There will be no lapse in coverage if you relocate your residence, provided that you continue the Plan and notify us of such relocation. In the event your covered product is being serviced by us when coverage under this Plan terminates, the term of this Plan will be extended until the covered repair has been completed and the covered product has been delivered to you.
 - c. **Service Fee:** **In the event that your product requires service, you will be required to pay a service fee in the amount of fifty-five dollars (\$55.00).** The service fee must be paid and received in advance of the service being provided and may be paid with a valid credit card. The service fee does not apply to the repair or replacement of a remote control, game controller, monitor, keyboard, mouse, modem, or external speakers (wired) however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability.
 - d. **On-Site Service:** If the product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs. Products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product reasonably accessible to the service

- provider. We are not responsible for dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry.
- e. **Repair Depot Service:** If the product is not serviced on-site, it will be shipped to a designated repair depot location for service. We will send you a prepaid shipping label and instructions for shipping your product to our authorized service center. Standard shipping costs are covered by the Plan.
 - f. **Replacement Products:** If we opt to provide you a replacement product under the Plan, we reserve the right to retain ownership of your defective product. At our sole discretion, we may require that you return the defective product to our designated repair depot location as a condition to receiving your replacement product or reimbursement. Shipping costs associated with the return of the product will be paid by us.
5. **If Your Product Needs Service:** In the event your product experiences a breakdown, at least thirty (30) days after subscription to the Plan, you may file a claim by calling **1-844-885-8621**, Monday – Friday, 8AM – 11PM EST and Saturday – Sunday, 9AM – 6PM EST. When your product requires service, your product may be subject to a service fee for each claim. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. Any abuse of this Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced products are warranted by us for ninety (90) days from the date of product receipt by you. In the event that the product fails to function properly during such ninety (90) days, we will repair or replace the product at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan.
 6. **Registration:** Registration of this Plan prior to filing a claim is not required, but will be performed at the time of claim. At your option, prior to filing a claim you may register the products to be covered by this Plan at any time during the coverage period. To perform this registration, please call 1-844-885-8621. Changes and/or updates to the list of products covered by this Plan can be made by updating your online account at this web address; however, once a claim is filed and fulfilled on a single product, you will not be able to remove that product from your list of covered products.
 7. **Plan Limits of Liability:** Under this Plan, a single claim cannot exceed the Per Claim Limit, which is the current market value of the product, or the Aggregate Limit of this Plan of \$5,000.00 (per twelve (12)- month rolling period). In addition, the total of all claims made under this Plan cannot exceed the Aggregate Limit of this Plan of \$5,000.00 per twelve (12)-month rolling period; the twelve (12)-month rolling period commences on the date of your first claim. We will be responsible for informing you, at the time of the claim, if you have reached the \$5,000.00 Aggregate Limit. The cost of any repairs shall be equal to the market retail value of parts and labor charges for repairing the product, as determined at our sole discretion, provided that the cost for any repair shall not exceed the remaining balance of the Aggregate Limit. In the event that you reach the twelve (12)-month Aggregate Limit for claims (\$5,000.00) and the product requires additional repairs, we will provide you with information on how to get the product repaired; however, we will not be responsible for any costs related to these repairs.
 8. **Your Responsibilities:** Please retain these terms and conditions for your records. The product must be in good working condition prior to your Plan subscription. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. It is important that you back up all data files on your PC prior to the commencement of service; repairs to your PC may result in the deletion of such data files.
 9. **Payment:** You agree to pay monthly charges for this Plan as such charges will appear on your monthly bill for the credit card or bank account which was supplied by you. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan. Non-payment by you will result in cancellation of the Plan. All charges, plus all applicable taxes, shall be billed on a monthly basis on the credit card or bank account which you provided during enrollment into the Plan. It is your responsibility to maintain a valid credit card or bank account information with American Residential Warranty to process payments, failure to do so may cause your Plan to be cancelled.
 10. **Insurance Securing this Plan:** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin, 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.
 11. **Exclusions – What Is Not Covered: This Plan does not cover the following:**
 - a. **Products with pre-existing conditions at the time of your subscription to the Plan;**
 - b. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;**
 - c. **Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;**
 - d. **Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;**
 - e. **Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;**
 - f. **Failures, damage or loss caused by any physical force external to the product, whether accidental (excluding those products as outlined in the Definitions section) or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;**
 - g. **Costs associated with installation or uninstallation of any product;**

- h. **Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
 - i. **Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;**
 - j. **Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;**
 - k. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;**
 - l. **Products whose serial number has been altered or removed;**
 - m. **Products located outside the United States;**
 - n. **Repair or replacement covered by a manufacturer recall in effect at the time of the failure;**
 - o. **Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;**
 - p. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
 - q. **Special, indirect, or consequential damages or losses;**
 - r. **Theft or loss of the product;**
 - s. **Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;**
 - t. **Parts intended for periodic replacement including but not limited to batteries (excluding one (1) annual laptop battery), lamps, bulbs; or**
 - u. **PCs that do not have administrator's permissions. PCs must be able to upload and download software.**
12. **Renewal:** This Plan automatically renews from month to month until cancelled.
13. **Transfer:** This Plan is not assignable or otherwise transferable to another party.
14. **Cancellation:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling 1-844-885-8621. 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 you fail to make any monthly payment or charge due under this Plan, your coverage will be cancelled upon our written notice. If this 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 that have been received; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or services that have been received. For residents of AL, AR, CA, CO, DC, HI, GA, 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. Upon any termination or cancellation by you, us or the Administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.
15. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE (S) IN THE CHARGES, TERMS OR CONDITIONS.
16. **Limitation of Liability:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR AMERICAN RESIDENTAL WARRANTY BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
17. **Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
18. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.
19. **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) American Residential Warranty 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.

If You Reside In One Of The Following States, These Provisions Apply To You:

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 repairs that have been made 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. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (c) of the WHAT IS NOT COVERED SECTION is deleted and replaced with the following: "Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel 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 claims that have been paid or repairs that have been made, or (b) 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. 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 American Residential Warranty.

The term and monthly billing for this Plan begins on the date you enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at DepartmentC@asurion.com, 1-844-885-8621 or by visiting <https://arwcustomer.com/> or by writing the administrator at P.O. Box 1818, Sterling, VA 20167. This Plan is offered on a month-to-month basis, retailer may offer other service contract programs and benefits which may be provided to you by retailer. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.

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

Connecticut Residents: The first sentence of the Cancellation section is deleted and replaced with the following: "This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason, including if the product is returned, sold, lost, stolen or destroyed, by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling 1-844-885-8621." In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the end of the monthly 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 to participate in class arbitrations, class actions and other similar proceedings. Nothing contained in the Arbitration Agreement provision shall affect your right to file a direct claim under the terms of this Plan to Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

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: 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. The following language is added to Item (c) of the **WHAT IS NOT COVERED SECTION**: "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 1-844-885-8621 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

New Jersey Residents: 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.

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

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance. We may non-renew, but may not cancel this Contract 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 Contract.

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: 862590.

Oregon Residents: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this arbitration agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and American Residential Warranty 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 1-844-885-8621. 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 1-844-885-8621 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions 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 the provider. Texas license number: 116.

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. 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.” 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.

Virginia Residents: 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: 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. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **(2)** the phrase “and is governed by the Federal Arbitration Act” of the first sentence in the second paragraph 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 (1) “we” and “us” include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns; and (2) American Residential Warranty and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of the Plan, please call 1-844-885-8621.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167 • 1-844-885-8621
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Name: _____

Address: _____

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