TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the “Plan”) and it contains a binding Arbitration Agreement below that governs all disputes related to the Plan between you and the Plan Obligor and Administrator, as defined, and your respective parents, affiliates, service contract insurers, agents, employees, successors and assigns. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement. Please read the Plan carefully and completely. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under the Plan in all states and DC except Florida is Asurion Service Plans, Inc., whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 866-856-3882. In Florida, the company obligated under the Plan is Asurion Service Plans of Florida, Inc., whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 866-856-3882.

Definitions: (1) “we,” “us,” or “our”: the company obligated under the Plan in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; (c) Asurion Service Plans of Florida, Inc. in FL (a service warranty association) (Asurion: refers collectively to Asurion Services, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.) The administrator can be contacted at: P.O. Box 1340 Sterling, VA 20167; (3) “DIRECTV”: the seller of the Plan (Florida License No. D075780); (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) for the DIRECTV System only: unintentional and accidental damage from handling as a result of normal use of the product; (5) “product/products” refers to the qualifying products indicated below; (6) “you” and “your”: the individual who purchased or leased the product and you may be required to produce it to part of the Plan and you may be required to produce it to

What Is Covered: This Plan covers parts and labor costs for coverage under this Plan except Computers and Laptops which are not equipped with a Windows Operating System version Windows XP or newer or Apple version 1.6 or newer and Apple computers which are not equipped with an Apple operating system version OS X or newer or Linux OS with 2009 publication date or newer. We may update this list at any time

Registration: To expedite your service, we suggest that you register your products during the first thirty (30) days after your subscription to the Plan. In order to add a product to your Plan after the initial Plan subscription period, and for that product to be considered eligible for Plan coverage, you must register the product within thirty (30) days after the purchase date. To register your products, please go online to www.directv.com. Changes and/or updates to your list of registered products can be made by updating your online account at this web address. We reserve the right to deny coverage under this Plan for products that have not been registered pursuant to these requirements.

This Plan includes the following enhanced coverage:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Re-alignment of the DIRECTV satellite dish after a successful installation.
- Dedicated technical troubleshooting professionals available 24 hours a day 7 days a week.
- Troubleshooting for Smartphones.
- Being enrolled in the Plan for greater than twelve (12) consecutive months also allows you to upgrade your DIRECTV hardware every (2) two years from the initial date of installation of your DIRECTV system or from the date of any prior upgrade received.

Your upgrade can range from any additional receiver up to an Advanced Whole Home HD DVR which may include up to three (3) client receivers

Any upgrade to your DIRECTV system, including those offered as benefit of the Plan, will reset your DIRECTV programming commitment to two (2) years and any applicable monthly fees as a result of the upgrade. You will be subject to the terms of version: IL

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your DIRECTV customer agreement including monthly equipment fees and early termination fees.

- Electing to upgrade as set forth above does not automatically extend your term commitment under this Plan.
- Battery replacement of any covered Laptop is limited to once every twelve (12) months.
- Repair or replacement of original remote controls and 3D glasses.
- Unintentional or accidental damage from handling as a result of normal use (“ADH”) for Laptops, Tablets and Netbooks only if you are a Protection Plan Premier with ADH customer.

Term of Coverage: The Plan coverage commences one (1) calendar month from the date of purchase of the Plan and is effective for a period of one (1) year and terminates as per the “Limits of Liability” provision. The Plan will automatically renew on a month to month basis unless the Plan is cancelled as per the “Cancellation” provision.

Plan Payment Terms: You will be billed for the Plan purchase price in equal monthly installments. Your monthly Plan purchase price is subject to change during the term of this Plan, you will be notified in advance of any price increase.

To Obtain Service: If your product fails, call 800-531-5000 twenty-four (24) hours a day, seven (7) days a week to process your claim. Unauthorized repairs may void this Plan. Foreign language assistance is available for your convenience; please call 800-531-5000. Your DIRECTV account must be active to be eligible for service. We may require you to fill out a claim facilitation form prior to receiving service for your product.

Service Fee: In the event that one of the following products fails, all covered consumer electronic products, home theater systems, tablets, netbooks, laptops and monitors requiring service, you will be required to pay a fifty ($50) dollar Service Fee. The Service Fee must be paid and received in advance of the service being provided and may be paid by a valid credit card. NOTE: You will not be charged a Service Fee for claims related to any other product; however, the costs associated with the repair or replacement of the product will apply toward the Aggregate Limit under this Plan.

Limits of Liability: Under the Plan, claims cannot exceed the Per Claim Limit which is the fair market value of the covered product not to exceed two thousand ($2000) dollars.

In addition, the cumulative total of claims made during the standard one-year (1) coverage term shall not exceed the Aggregate Limit of this Plan. An annual Aggregate Limit of six thousand ($6000) dollars applies to all covered products. We will be responsible for informing you, at the time of your claim, if you have reached the six thousand ($6000) dollars aggregate claim limit. In the event that you reach the annual aggregate claim limit for claims six thousand ($6000) dollars during your Plan term 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.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same defect, and that product requires a fourth repair, as determined by us, we will replace it with a product with comparable features not to exceed the original purchased price. (NOTE: The No Lemon Policy is not applicable to breakdowns caused by unintentional and accidental damage from handling).

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

What is Not Covered: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES INCURRED FOR REPAIR, TIME AND EFFORT; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU; (3) DAMAGE CAUSED BY ACCIDENTAL OR INTENTIONAL PHYSICAL DAMAGE, SPILLED LIQUIDS (UNLESS YOU PURCHASED THE PROTECTION PLAN PREMIER WITH ADH), INSECT INFESTATION, MISUSE, ABUSE, PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (4) INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (5) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; "NO PROBLEM FOUND" DIAGNOSIS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (6) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, STOLEN, ETC.); (7) ANY RESOURCES INCLUDING ANTENNAS, BULBS AND/OR LAMPS, BATTERIES (EXCEPT FOR A ONE-TIME LAPTOP BATTERY REPLACEMENT); (8) PREVENTATIVE MAINTENANCE, NO LABOR DAMAGE, NO REPAIRS PERFORMED ON PRODUCTS REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (9) DAMAGE TO COMMERCIAL USE PRODUCTS (UNLESS THIS PLAN PREMIER WITH ADH), INSECT INFESTATION, MISUSE, ABUSE, PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (10) ANY DAMAGES TO COVER COMMERCIAL USE; (11) EXTERNAL SIGNAL INTERFERENCE; (12) PRE-EXISTING CONDITIONS OR PROBLEMS; (13) REPAIRS ASSOCIATED WITH INCOMPATIBILITY FOR TIME AND EFFORT; (14) ANY ANY SATCHEL DISH OR OTHER EQUIPMENT MADE SPECIFICALLY FOR OR PERMANENTLY ATTACHED TO AUTOMOBILES, RECREATIONAL VEHICLES, INCLUDING WITHOUT LIMITATION WATERCRAFT, AIRCRAFT, OR MOBILE HOMES; (15) COMPONENTS AND WIRING RELATED TO THE COMPUTER terminals, OR COMPUTER HARDWARE WHICH IT IS ADDED AFTER THE ORIGINAL PURCHASE; (20) CRACKED OR PHYSICALLY DAMAGED SCREENS (UNLESS YOU PURCHASED DIRECTV PROTECTION PLAN PREMIER WITH ADH) (21) ANY DAMAGES TO OR LOSS OF RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY STORAGE DEVICES SUCH AS DISKETTES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS OR MEMORY STICKS, AS A RESULT OF THE MAINTENANCE, OR DAMAGE OR PARTS NOT OPERATING OR NON-OPERATING OR PART AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (22) BURNED-IN IMAGES; (20) WAR, INVASION, OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (23) THEFT; (24) THIRD PARTY OWNED AND/OR LEASED ROUTERS AND MODEMS; AND (25) HOME THEATER PROJECTORS, PROJECTION TELEVISIONS, DLP TELEVISIONS, CATV MODEMS, DIRECTV HOME TELEVISIONS, BLU RAY PLAYERS AND DVD PLAYERS.

Cancellation: You may cancel this Plan, without cost to you, within the first 30 days after purchase or any time after the first 12 months of coverage. You may also cancel this Plan during the term of coverage by either calling 800-531-5000 or providing written notice with a copy of the Plan to the following address: DIRECTV, Inc. P.O. Box 6550, Greenwood Village, CO 80155-6550 Attn: Customer Service. You will receive a refund equal to the unearned pro rata premium, less any claims which have been paid.

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While this Plan may be canceled by you for any reason, an administrative fee of [1% of the then-current premiums] will be assessed if the Plan is cancelled during the first year of coverage. This Plan may not be cancelled by us except for fraud, material misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Plan; or if your DIRECTV programming service is canceled, discontinued, or terminated; or if we required to do so by any regulatory authority. If the Plan is cancelled by us, you shall receive a refund of 100% of the unearned pro rata premium of this Plan; any refund owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month.

No Deductibles: There are no deductibles under this Plan; however, there may be a Service Fee. Please refer to the Service Fee section for more details.

Transferability: This Plan is not transferable.

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 act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights.

This Contract evidences a transaction in interstate commerce, setting forth the entire contract between you and us. If you and we disagree, we agree to arbitrate those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. You and we agree that any arbitration will take place on an individual basis only. You and we agree to waive our rights to a trial by jury and to participate in class arbitrations and class actions. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement.

For the purpose of this arbitration agreement, references to “we” and “us” include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, success premiums and assigns; and (2) DIRECTV, LLC and all of its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Contract or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by you and us or that arises after this Arbitration Agreement or Contract is terminated; and (3) that currently is the subject of a purported class action litigation in which you are identified as a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute in the specific claims that you and we do not resolve the dispute within 30 days of receipt of the Notice, or you may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You may obtain a form and instructions for initiating an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay that fee if you send us a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, the arbitrator抯 decision is final and binding and you and we agree to be bound by that decision. To the extent necessary to provide the relief warranted by a decision, the arbitrator may order specific performance and enjoin any party from acting inconsistently with the arbitrator抯 decision. The arbitrator may award the same damages and relief that a court can award. The arbitrator is bound to follow federal and state laws.

The arbitrator抯 decision will be in writing and will be based on the record of the proceeding and, at the arbitrator抯 discretion, will include findings of fact and conclusions of law. The arbitrator may not award damages or grant relief in excess of the relief sought in the initial claim. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a decision. While the right to the attorney’s fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney’s fees and expenses. Although we may have the right under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party’s individual claim. You and we agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

State Variations:

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

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is not subject to regulation by the Florida Insurance Department. In the event of cancellation, the Administrator shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: The Cancellation provision is amended as follows: If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no services have been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

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

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing department@newcorp.com, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) 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 thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid and or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the current short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. The following is amended in the “To Obtain Service” section: Unauthorized repairs may result in denial of coverage under this plan. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. The arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of $8.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of $8.00 or 10% of the Plan price.

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

Nevada Residents: The Arbitration Agreement provision of this Plan is deleted and does not apply. If the plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. No cancellation may become effective until at least 20 days after the date we have mailed to You. This Plan will be considered void and we will refund you the purchase price of the Plan if you have made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The Plan coverage commences one (1) calendar month from the date of purchase of the Plan. Unauthorized repairs will not void this Plan. However, this Plan will provide no coverage for unauthorized repairs. The following is removed from the Cancellation section: “for violation of any of the terms and conditions of this Plan.”

New Hampshire Residents: Contact us at 1-866-268-7221 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 Frye Street, Suite 14, Concord, New Hampshire 03301, telephone 162 (02/14) version: IL
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 any (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 the 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 the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The “Cancellation” section is deleted and replaced by the following: You may cancel this contract at any time by surrendering it or providing written notice to the retailer at: DIRECTV, Inc. P.O. Box 6550, Greenwood Village, CO 80115-6550. You may also cancel this contract by surrendering it or providing written notice to Asurion at P.O. Box 1818, Sterling, VA 20167. You may cancel this contract for any reason. You may cancel this contract within 30 days of receipt of the contract. You shall receive a full refund of any payments made by You under this contract. In the event You cancel this contract within 30 days of receipt of the contract, You shall receive a refund based upon 90% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or $25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this contract without providing You with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty providers may not apply to commercial use reference in this Contract.

Oregon Residents: The Arbitration Agreement provision of this Plan is deleted and replaced by the following: You agree to arbitrate all controversies arising out of this Plan in accordance with this Plan’s Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. This Arbitration Agreement does not preclude you from bringing an individual action to a trial by jury. Any arbitration occurring under this Plan shall be administrated in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner’s manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 788-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (telephone number (512) 463-2906 or (800) 831-4262). 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. The Coverage Agreement provision of this Plan is not regulated by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the repair or service required under the Plan or because of a substantial breach of duties by you occurring 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; or (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit an act, omission, or violation of any terms of this Plan after the effective date of the 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 the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The “Cancellation” section is deleted and replaced by the following: You may cancel this contract at any time by surrendering it or providing written notice to the retailer at: DIRECTV, Inc. P.O. Box 6550, Greenwood Village, CO 80115-6550. You may also cancel this contract by surrendering it or providing written notice to Asurion at P.O. Box 1818, Sterling, VA 20167. You may cancel this contract for any reason. You may cancel this contract within 30 days of receipt of the contract. You shall receive a full refund of any payments made by You under this contract. In the event You cancel this contract within 30 days of receipt of this contract, You shall receive a refund based upon 90% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or $25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this contract without providing You with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty providers may not apply to commercial use reference in this Contract.

Washington Residents: If we do not 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. If we cancel this contract, we will mail a written notice to you at least five (5) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. If we become insolvent or otherwise financially impaired, you may apply for reimbursement 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) We RESOLVE DISPUTES, AND YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS PLAN, 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 ARBITRATION AND CLASS CLAIMS. In the event of any inconsistency between this sentence “This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.” is deleted in its entirety.
voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) DIRECTV, LLC. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement.

To obtain a large-type copy of the terms and conditions of this plan, please call 800-531-5000.

Administered by: Asurion
P.O. Box 1340 Sterling, VA 20167 • 800-531-5000
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