

Terms and Conditions

THE DIRECTV PROTECTION PLAN PREMIER (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US AND ASURION (AS HERINAFTER 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, YOU MAY CANCEL ACCORDING TO THE PROVISIONS OF THE CONTRACT. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement.

Definitions: Throughout this Plan the words (1) **“obligor,” “we,” “us,”** and **“our”**: refer to **Asurion Service Plans, Inc.**, whose address is P.O. Box 805227, Chicago, IL 60682, telephone 866-856-3882, which is the company obligated under this Plan in the District of Columbia and all states except Florida. 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; (2) **“administrator”**: refers to (a) Asurion Services, LLC in the District of Columbia and all states except in 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, VA 20167; (3) **“retailer”** and **“DIRECTV”**: refer to the entity from which you purchased this Plan; (4) **“you”** and **“your”**: refer to the individual who holds an active DIRECTV Customer Agreement and purchased this Plan; (5) **“DIRECTV System”**: refers to your DIRECTV dish and associated wiring, switches and original remote control located at your DIRECTV service address (DIRECTV System does not include the DIRECTV receiver); (6) **“breakdown”**: refers to: (a) the mechanical or electrical failure caused by defects in materials and/or workmanship, normal wear and tear, dust, heat, or humidity and power surges, (b) for the DIRECTV System only: unintentional and accidental damage from handling (ADH) as a result of normal use; (7) **“Premier Product(s)”**: refer to the eligible items as set forth in the Qualifying Premier Products section of this Plan located at your DIRECTV service address; (8) **“deductible”**: refers to the amount you are required to pay in advance of us scheduling in-home service, arranging for shipping or carry-in service, as set forth in the Deductible section of this Plan; (9) **“per claim limit”**: refers to the maximum amount of coverage we will provide for a single claim as set forth in the Limits of Liability section of this Plan; and (10) **“aggregate limit”**: refers to the maximum amount of coverage we will provide cumulatively for all claims made by you annually as set forth in the Limits of Liability section of this Plan.

Instructions: Please keep this Plan. Your billing statement and this Plan, including the terms, conditions, limitations, exceptions, and exclusions, constitute the entire agreement between you and us.

Qualifying Premier Products: Subject to any exclusions set forth in this Plan, this Plan covers:

1. Home theater systems and home theatre systems in a box.
 - a. Eligible products are: streaming devices, amplifiers, decoders, receivers, sound bars, speakers (wired, Bluetooth, wifi, or standing), subwoofers, tuners, portable DVD players (with screen), Blu-Ray and/or DVD players.
2. Flat panel televisions
 - a. Eligible televisions covered are LCDs, Plasmas and LEDs, that are of any brand, any age, and any size.
 - b. Eligible televisions include coverage for the original remote control and 3D glasses.
3. Routers and modems owned by you
 - a. Includes standalone routers and mesh router kits.
4. Desktop computer systems, laptops and tablets
 - a. Computers and laptops must be 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 or newer or Linux OS with 2009 publication date or newer.
 - b. Includes keyboard, mouse, monitor, external speaker (wired), and external hard drives.
5. Printers
6. Health and fitness bands, smartwatches, and premium audio headsets (headphones).
7. Gaming consoles, game controllers, and virtual video eyewear.
8. Smart carbon monoxide detectors, smart device hubs, smart security cameras, smart door locks, smart dimmers, smart smoke detectors, smart thermostats, and smart doorbells.

We may update this list at any time.

Registration: To expedite your service, we suggest that you register your Premier Product(s) during the first thirty (30) days after your enrollment to the Plan. To register your Premier Product(s), please go online to www.directv.com/protection. Changes and/or updates to your list of registered Premier Product(s) can be made by updating your online account at this web address.

What Is Covered: During the term of this Plan, we will provide for the repair or replacement of your DIRECTV System, and registered qualifying Premier Product(s) resulting from a breakdown, not to exceed our limit of liability. Non-original parts may be used for repair of the Premier Product if original parts are unavailable or more costly. At our sole discretion, if we determine that we cannot economically service your Premier Product as specified in this Plan, we may replace your Premier Product with a replacement product of like kind and quality that performs to the factory specifications of the original Premier Product, or we may issue you a check for the fair market value of your Premier Product, not to exceed the limit of liability as set forth in the Limits of Liability section of this Plan. If we provide you with a replacement product under this Plan, we reserve the right to

retain ownership of your defective product. This Plan does not replace any DIRECTV service guarantee but provides certain additional benefits during and after the term of that guarantee. Replacement of your leased DIRECTV receiver for defects in materials and/or workmanship and normal wear and tear is the responsibility of DIRECTV, and this Plan does not replace DIRECTV's obligation, but provides certain additional benefits. At DIRECTV's sole discretion, we may require that you return the receiver as a condition to receiving a replacement. Should you fail to return the defective DIRECTV receiver, charges for the unreturned unit will apply as outlined in your DIRECTV Lease Agreement.

This Plan covers:

- Parts and labor costs resulting from a breakdown of your DIRECTV System.
- Costs associated with dispatching a technician for the breakdown of your DIRECTV System.
- Shipping, handling, and costs associated with dispatching a technician related to a breakdown of your DIRECTV receiver any time after ninety (90) days from initial installation.
- Re-alignment of the DIRECTV dish after a successful installation.
- Technical troubleshooting professionals available between 5:00 a.m. and 2:00 a.m. Central Time daily for DIRECTV equipment at 800-531-5000.
- Unlimited access to premium technical support for all of your connected devices, available between 7 a.m. - 11 p.m. Central Time weekdays and 9 a.m. - 9 p.m. Central Time weekends, except holidays, at 800-531-5000. Terms of service for technical support can be accessed at www.directv.com/protection.
- Being enrolled in the Plan for greater than twelve (12) consecutive months also allows you to upgrade your DIRECTV receiver every two (2) 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 a single receiver up to a Whole Home HD DVR which may include up to three (3) additional DIRECTV receivers.
 - If you upgrade your DIRECTV equipment under the Plan, you will be subject to the terms of the DIRECTV Customer Agreement and be required to sign a new twenty-four (24) month Equipment Lease Agreement which may include additional monthly equipment fees.
- Battery replacement of any covered laptop is limited to once every twelve (12) months.
- Repair or replacement of original television remote controls and 3D glasses.
- For DIRECTV Protection Plan Premier with ADH customers only: unintentional or accidental damage from handling as a result of normal use ("ADH") for: laptops, tablets, printers, health and fitness bands, smartwatches, premium audio headsets (headphones), portable DVD players (with screens), gaming consoles, game controllers, and virtual video eyewear only.

Additional Services: We, Asurion or the retailer from whom you purchased this Plan, may make available additional products and services at a discount from time to time, for your consideration.

Term of Coverage and Cancellation: THE PLAN COVERAGE COMMENCES ONE (1) CALENDAR MONTH FROM THE DATE OF PURCHASE OF THE PLAN AND IS EFFECTIVE FOR A PERIOD OF SIX (6) MONTHS, BILLED MONTHLY, UNLESS CANCELLED. AFTER SIX (6) MONTHS, THE PLAN WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS THE PLAN IS CANCELLED OR TERMINATED AS SET FORTH IN THE LIMITS OF LIABILITY SECTION OF THIS PLAN. For customers who upgrade to DIRECTV Plan Premier with ADH, coverage for the additional ADH coverage will commence one (1) calendar month from the date of purchase of the Plan. In the event your product is being serviced by an authorized service center when your coverage under this Plan terminates, coverage under this Plan will be extended until the covered repair has been completed. This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to Asurion at DIRECTV, Inc. P.O. Box 139004, Dallas, TX 75313 Attn: Customer Service. 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 will state the effective date and the reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, less the cost of any claims paid or repairs that have been made, 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 Plan price paid, less the cost of any claims paid or any repairs that have been made. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month.

Plan Payment Terms: You will be billed for the Plan purchase price in equal monthly installments.

To Obtain Service: For DIRECTV System or DIRECTV Receiver: Please call 800-531-5000 between 5:00 a.m. and 2:00 a.m. Central Time, seven (7) days a week or go online to www.directv.com/protection twenty-four (24) hours a day, seven (7) days a week to process your claim. For other covered Premier Products: Please call 800-531-5000 between 7:00 a.m. and 11:00 p.m. Central Time weekdays, between 9:00 a.m. and 9:00 p.m. Central Time weekends, except holidays, or go online to www.directv.com/protection twenty-four (24) hours a day, seven (7) days a week to process your claim.

All Services: You must call Asurion prior to having service; all repairs must be authorized in advance. **Unauthorized repairs may void this Plan.** All claims must be reported within thirty (30) days after expiration of 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. There must be someone eighteen (18) years or older present for a repair appointment.** We may require you to fill out a claim facilitation form prior to receiving service for your product.

Deductible: In the event that you experience a breakdown requiring service on one of the following Premier Products, you will be required to pay a fifty (\$50) dollar deductible: laptops, desktops, tablets, printers, LED TVs, Plasma TVs, LCD TVs, health and fitness bands, smart watches, home theatre systems and home theatre systems in a box, premium audio headsets (headphones), amplifiers, decoders, receivers, soundbars, speakers (wired, Bluetooth, wifi, or standing), subwoofers, tuners, gaming consoles, virtual video eyewear, smart security cameras, smart door locks, smart thermostats, and smart doorbells. The deductible must be paid and received in advance of the service being provided and may be paid by a valid credit card.

Warranty: All repairs to Premier Products come with a thirty (30) day warranty.

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

Replacement Products: We may replace your Premier 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, DOWNTIME AND CHARGES FOR TIME AND EFFORT; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU; (3) DAMAGE CAUSED BY ACCIDENTAL PHYSICAL DAMAGE, SPILLED LIQUIDS UNLESS SPECIFICALLY COVERED BY THIS PLAN (UNLESS YOU PURCHASED PROTECTION PLAN PREMIER WITH ACCIDENTAL DAMAGE FROM HANDLING); (4) INSECT INFESTATION, MISUSE, ABUSE, OR PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (5) INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (6) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, "NO PROBLEM FOUND" DIAGNOSIS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (7) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, THEFT, ETC.); (8) ACCESSORIES, INCLUDING ANTENNAS, BULBS AND/OR LAMPS, BATTERIES (EXCEPT FOR A ONE-TIME LAPTOP BATTERY REPLACEMENT); (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) DAMAGE TO COMMERCIALLY-USED PRODUCTS (UNLESS THIS PLAN HAS BEEN SPECIFICALLY ENDORSED TO COVER COMMERCIAL USE) OR RENTAL USE (UNLESS SPECIFICALLY COVERED BY THIS PLAN); (12) EXTERNAL SIGNAL INTERFERENCE; (13) PRE-EXISTING CONDITIONS OR PROBLEMS; (14) REPAIRS ASSOCIATED WITH INCOMPLETE OR UNSUCCESSFUL INSTALLATION; (15) ANY SATELLITE DISH OR OTHER EQUIPMENT MOUNTED TO STRUCTURES OR OBJECTS THAT ARE NOT MAN-MADE AND STATIONARY OR MADE SPECIFICALLY FOR OR PERMANENTLY ATTACHED TO AUTOMOBILES, RECREATIONAL VEHICLES, INCLUDING WITHOUT LIMITATION WATERCRAFT, AIRCRAFT, OR MOBILE HOMES; (16) COMPONENTS AND WIRING RELATED TO THE COMPUTER SERVICE FOR INTEGRATED BROADBAND PRODUCTS SUCH AS DIRECTV, DIRECTPC, EXEDE, AND HUGHESNET; (17) DIRECTV PORTABLE DEVICES; (18) ANY FAILURES, OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (19) "ACTS OF GOD"; (20) LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (21) CRACKED OR PHYSICALLY DAMAGED SCREENS (UNLESS YOU PURCHASED DIRECTV PROTECTION PLAN PREMIER WITH ADH); (22) ANY DAMAGE TO OR LOSS OF RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP, INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS OR MEMORY STICKS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (23) BURNED-IN IMAGES; (24) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (25) THEFT; (26) THIRD PARTY OWNED AND/OR LEASED ROUTERS AND MODEMS; (27) HOME THEATER PROJECTORS, PROJECTION TELEVISIONS, DLP TELEVISIONS, CATHODE RAY TELEVISIONS, BLU RAY PLAYERS AND DVD PLAYERS; (28) MULTI-TENANT DWELLING UNITS AND SHARED TENANT SERVICE LOCATIONS; (29) ANY CONDUIT, CUTTING AND PATCHING OF FINISHED WALLS, FLOORS AND/OR CEILINGS; OR STRUCTURE MODIFICATIONS; (30) REPAIR OF COMPLEX INSIDE WIRE ASSOCIATED WITH MULTIPLE LINES THAT USE COMMON EQUIPMENT. THIS INCLUDES INSIDE WIRE ASSOCIATED WITH TELEPHONE STATIONS THAT ARE A PART OF A KEY OR PBX TELEPHONE SYSTEM, REPAIR OF INSIDE WIRE ASSOCIATED WITH CENTREX, DIMENSION, CENTRALINK 2100, CENTRALINK 3100, CENTRALINK DCROSS TYPE SERVICE, AND LINES CONNECTED TO COIN TELEPHONES; (31) INSTALLATION OF ADDITIONAL (AS OPPOSED TO REPLACEMENT) WIRE, JACKS, CABLE OUTLETS AND/OR COMPONENTS, INCLUDING CONNECTING THE WIRE AT THE NID/ONT OR JACKS/CABLE OUTLETS; (32) REQUESTS TO CHECK FOR WIRE TAPS; (33) MAIN LINE EXTENSION WIRE TO UNATTACHED STRUCTURES (SUCH AS A SEPARATE GARAGE OR BARN); (34) JACKS LOCATED OUTDOORS, EXCEPT FOR WATERPROOF JACKS LOCATED ON THE EXTERIOR OF YOUR PREMISES; (35) CONVERSION OF HARD-WIRED PHONES AND/OR OTHER CUSTOMER EQUIPMENT TO MODULAR JACKS/OUTLETS; (36) END-TO-END REPLACEMENT OF WIRE (E.G., FROM THE NID/ONT TO ONE OR MORE JACKS/CABLE OUTLETS) UNLESS WE DETERMINE, IN OUR SOLE DISCRETION, THAT REPLACEMENT IS NECESSARY; (37) MOVING/REARRANGING INSIDE WIRE AT THE NID/ONT; (38) JACKS/CABLE OUTLETS WITHOUT WIRING (NON-MODULAR) AND/OR CONVERSION OF NON-MODULAR JACKS/OUTLETS TO MODULAR ONES; (39) JACKS/CABLE OUTLET REWIRING, RELOCATION, AND/OR REARRANGEMENTS FROM ONE WORKING LINE TO ANOTHER; AND (40) HOT SPOTS AND MI-FIS.

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 A MESSAGE PRINTED ON YOUR BILLING STATEMENT, 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 PLAN, YOU MAY CANCEL THE PLAN AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR TERMS AND CONDITIONS OF THE PLAN WILL BE DEEMED TO BE CONSENT BY YOU OF THE NOTIFIED CHANGE(S).

Limits of Liability: Under the Plan, claims cannot exceed the per claim limit, which is the fair market value of the Premier Product, not to exceed two thousand (\$2,000.00) dollars. In addition, the cumulative total of claims for all covered products made will not exceed the aggregate limit of this Plan of six thousand (\$6,000.00) dollars during twelve (12) consecutive months enrolled in this Plan. We will be responsible for informing you, at the time of the claim, if you have reached the six thousand (\$6,000.00) dollar aggregate limit. In the event that you reach the annual aggregate limit of six thousand (\$6,000.00) dollars for claims within twelve (12) consecutive months 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.

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, 151 N. Franklin St. Chicago, IL 60606 in the following jurisdictions: AL, AR, CA, CO, CT, DC, FL, GA, HI, IL, IN, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, WY and all other states required by law. If we fail to act on your claim within sixty (60) days, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Force Majeure: We are not 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.

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the retailer (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. THIS A.A.:

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

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 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 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

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

4. ARBITRATION DECISION:

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

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

State Variations:

The following state variations will 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, or to any conditions that the Obligor or dealer knew or reasonably should have

known. The Arbitration Agreement of this Plan does not preclude you from contacting the Arizona Department of Insurance and Financial Institutions. Item (6) of the **"What Is Not Covered"** section is deleted and replaced with: **"(6) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, "NO PROBLEM FOUND" DIAGNOSIS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS WHILE OWNED BY YOU"**. Item (29) of the **"What Is Not Covered"** section is deleted and replaced with: **(29) ANY CONDUIT, CUTTING AND PATCHING OF FINISHED WALLS, FLOORS AND/OR CEILINGS; OR STRUCTURE MODIFICATIONS WHILE OWNED BY YOU**. The first sentence of the CHANGES TO THE PLAN section is deleted and replaced with the following: "DURING THE INITIAL 6 MONTH TERM, WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS, AT THE TIME OF PLAN RENEWAL BY PROVIDING YOU WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF YOUR COVERAGE TERM. ANY CHANGES THAT ARE FAVORABLE TO YOU OR ARE REQUIRED BY ANY APPLICABLE REGULATORY AGENCY MAY TAKE EFFECT DURING YOUR COVERAGE TERM. AFTER THE INITIAL SIX (6) MONTH TERM WHEN THIS PLAN RENEWS ON A MONTH-TO-MONTH BASIS, 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."

California Residents: For all products other than home appliances and home electronic products, the Cancellation section is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims paid or any repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims paid or any 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 DIRECTV.

The Plan coverage begins one (1) calendar month from the date of purchase and is effective for a period of six (6) months. After six (6) months, the Plan will automatically 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 or 800-531-5000, by visiting directv.com/protectionplan or by writing the administrator at: P.O. Box 1340 Sterling, VA 20167. This Plan renews on a month to month basis, DIRECTV may offer other service contract programs and benefits which may be provided to You by DIRECTV. 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:

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Connecticut Residents: The sixth sentence of the Term of Coverage and Cancellation section is deleted and replaced with the following: This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to Asurion at DIRECTV at P.O. Box 139004, Dallas, TX 75313. In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any 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 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 will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. The second sentence of the third paragraph in the **To Obtain Service** section is deleted and replaced with the following: **"Unauthorized repairs may void coverage under this Plan."**

Nevada Residents: The first and second sentences in the **Term of Coverage and Cancellation** section are deleted and replaced with the following: **"THE PLAN COVERAGE COMMENCES ONE CALENDAR MONTH FROM THE DATE OF PURCHASE OF THE PLAN AND CONTINUES FOR SIX (6) MONTHS AND AUTOMATICALLY RENEWS ON A MONTH-TO-MONTH BASIS UNLESS THE PLAN IS CANCELLED."** The first sentence of the **Changes to the Plan** section is deleted and replaced with the following: "WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS AT THE END OF YOUR COVERAGE TERM AT THE TIME OF PLAN RENEWAL, WITH AT LEAST 15 DAYS WRITTEN NOTICE TO YOU. Any changes to these Terms and Conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective." If we fail to pay the cancellation refund as stated in the **Cancellation** section of this Plan, 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. 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 sentence is added to Item (6) in 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". Contact us at 800-531-5000 with questions, concerns, or complaints about this plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

New Hampshire Residents: If the Plan is cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. Contact us at 800-531-5000 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: 1-603-271-2261. 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. We may non-renew, but may only cancel this Contract prior to the expiration of the monthly term 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. Item (6) in the **WHAT IS NOT COVERED SECTION** is amended as follows: (6) THIRD PARTY ACTIONS, FIRE, COLLISION, VANDALISM, LOSS, OR THEFT. Oklahoma license number: 44199294.

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 will 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 will 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 will 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 will control as to such procedural requirement.

South Carolina Residents: Contact us at 800-531-5000 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 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 seventh sentence in the Term of Coverage and 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 will state the effective date and reason for cancellation. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT provision is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer 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 866-856-3882. 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 will be conducted within the state of Utah." Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

Virginia Residents: Contact us at 800-531-5000 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

Washington Residents: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. 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 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 in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." 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, successors and assigns; and (2) DIRECTV. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or DIRECTV, or a substantial breach of duties by you relating to the DIRECTV service or its use.

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

Administered by: Asurion

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