



## Terms and Conditions for: Flat Panel TV's, Computers, Gaming Systems, Laptops, Tablets, Telephones

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

1. Obligor: The company obligated by this Plan (the "Obligor") if purchased in all states except Florida is Asurion Warranty Services, Inc., whose address is P.O. Box 061078, Chicago, IL 60606-1078 or 1.866.442.3179. if purchased in Florida, the Obligor is Asurion Florida Warranty Services, Inc., whose address is P.O. Box 061078, Chicago, IL 60606-1078 or 1.866.442.3179.
2. Definitions: (1) "we", "us", or "our" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) "administrator" refers to (a) Asurion Services, LLC in all states and DC except in FL; (b) Asurion Florida Warranty Services, Inc. in FL, (Asurion Services, LLC and Asurion Florida Warranty Services, Inc. collectively referred to herein as "Asurion"). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "product(s)" refers to the qualifying products indicated in Section 4(a) of this Plan; (4) "you" and "your" refers to the individual who purchased this Plan; (5) "household" refers to a group of one or more persons related to the Plan subscriber by direct lineal descent (i.e., grandparent, parent, child, siblings, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship or domestic partnership, who reside with the Plan subscriber in a common residential unit; (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials, normal wear and tear and power surges. (7) "Frontier" refers to Frontier Communications Corporation.
3. Term: The Plan will become effective and billing will commence upon your subscription to the Plan. As specified in Section 4(b), there is a 30 day waiting period before coverage commences.
4. Coverage: This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended



functions due to a breakdown. The Plan will also provide accidental damage from handling (ADH) coverage for LAPTOP(S), E-READER(S) AND TABLET(S) ONLY. ADH coverage covers these products from failures as a result of damage from an unexpected and unintentional external event, such as drops or spills, which arise from your normal daily usage of the product as the manufacturer intended.

- a. **Qualifying Products:** This Plan covers Laptop(s), Desktop(s) (including the monitor, modem, keyboard and mouse) (Laptops and Desktops collectively referred to as "PC(s)"), Tablet(s), E-Reader(s), Gaming Systems (including controllers), Flat Panel Televisions (including remote controls that are original to the television), Audio/Video Streaming Device(s) and Telephones. Televisions can be of any brand, any age and any size, either LCD, Plasma or LED and include original remote controls. All types of PCs are eligible for coverage under this Plan except PCs which are not equipped with a Windows Operating System version Windows XP or newer, Android version 1.6 or newer or Linux OS with 2009 publication date or newer, and Apple computers which are not equipped with an Apple operating system version OS X or newer. Telephones must be single line phones, 2-line phones or caller ID displays and iPad operating system of 4.3 or newer. The Plan also covers one (1) Fiber Internet backup battery per household.
  - b. **Coverage Effective Date:** Coverage under the Plan will commence 31 days after your subscription to the Plan. No service will be provided during the initial 30 days of the Plan. If the Plan is cancelled, coverage will continue for 30 days after the cancellation date. There will be no lapse in coverage if you move to another residence, provided that you continue the Plan and notify Frontier of your new residence address.
  - c. **Primary Residence:** Unless otherwise specified, the coverage under this Plan applies to all systems customarily located in your primary residence belonging to you or a member of your household. If you change your primary residence, you are required to notify Frontier of such request or change. In the event that you wish to obtain coverage for more than one residence, additional Plans must be purchased.
  - d. **Subscriber Eligibility.** Only customers residing in the United States are eligible for coverage under the Plan.
5. **Service Fee:** In the event that your covered product requires service, you will be required to pay a service fee in the amount of \$89. In the event that your



covered gaming system, e-reader or audio/video streaming device requires service, you will be required to pay a service fee in the amount \$49. The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card, check or money order. NOTE: The service fee does not apply to the repair or replacement of a telephone, caller id unit, remote control, game controller, keyboard, mouse, or Fiber Internet back up battery. While you are not being charged a service fee, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan.

6. Registration: Registration of this Plan is not required. At your option, you may register the products to be covered by the Plan at any time during the coverage period. To perform this registration, please go online to <https://hub.asurion.com/CAResidents>. Changes and/or updates to the list of covered products can be made by updating your online account at this web address.
7. Changes and/or updates to the list of covered products can be made by updating your online account at this web address.
8. Plan Limits of Liability (Aggregate Claim Limit): Under the Plan, claims cannot exceed \$3000 per 12-month rolling period which 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 \$3000 aggregate claim limit. The retail value 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 retail value for any repair shall not exceed the total retail value of a comparable replacement product. In the event that you reach the 12-month aggregate claim limit for claims 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.
9. Your Responsibilities: This Plan is for your use only and may not be assigned. Products owned by anyone other than you or members of your household will not be covered by the Plan. Any abuse of the 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 as required. 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. Please retain these terms and conditions for your records.

10. **Payment:** You agree to pay monthly charges for this Plan as such charges may appear on your monthly bill from Frontier. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan. You may contact your Frontier representative for the current applicable rate for the Plan. Non-payment may result in cancellation of the Plan. All charges, plus all applicable taxes, shall be due and payable by the due date stated on your Frontier bill.
11. **If Your Product Needs Service:** In the event the product fails to operate, you may, 30 days after subscription to this Plan, file a claim by calling 1.866.442.3179, 24 hours a day, 7 days a week, excluding national holidays. If, at our sole discretion, it is determined that the product cannot be repaired, we will offer you a replacement product of like kind and quality, either new or refurbished. 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 90 days from the date of product receipt by you. In the event that the product fails to function properly during such 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. If you choose not to accept the replacement product which we offer you, then we will provide a payment to you in the form of a gift card or check based on the fair market value of the product as determined by us, based upon the age of the product. This payment amount cannot exceed the available balance of funds under the aggregate claim limit. We may require you to fill out a claim facilitation form prior to receiving service for your product.
  - a. **On-Site Service:** If the product requiring service is a desktop, or a television greater than 37", it will be serviced on-site. We will use our best efforts to have an authorized service provider contact you within one (1) business day of your initial call to arrange for service. Service will be provided during regular business hours Monday through Friday, except holidays. 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. The product must be located at your primary residence at the time of service.

- b. **Repair Depot Service:** If the product requiring service is a television 37" or smaller, laptop, tablet, e-reader, gaming system, telephones or audio/video streaming device, it will be shipped to a designated repair depot location for service. We will use our best efforts to ship a carton, prepaid shipping label and instructions for shipping your product to you within two (2) business days of your initial call for service. This Plan provides for next business day shipping. All shipping costs are covered by the Plan.
12. **Replacement Products:** AT OUR DISCRETION, REPLACEMENTS WILL BE NEW, REBUILT, REFURBISHED, OR NON-ORIGINAL MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE ORIGINAL FACTORY SPECIFICATIONS. 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. Shipping costs associated with the return of the product will be paid by us.
13. **Insurance Securing this Plan:** This Plan is not a contract of insurance. The obligations of Asurion Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Insurance Underwriters Inc. in the following states: AL, AR, CA, CT, GA, HI, IL, KY, MA, ME, MN, MO, MT, NC, NH, NV, NY, OK, OR, SC, TX, VT, VA, WA, WI, WY and all other states required by law. The obligations of Asurion Florida Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Mutual Insurance Company. If within sixty (60) days we have not paid you for your covered claim, provided you with a refund owed or you are otherwise dissatisfied, you may make a claim directly to the applicable insurance company at 55 Water St. 18<sup>th</sup> Floor New York, NY 10041 for Liberty Insurance Underwriters, Inc. and at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Mutual Insurance Company or by calling toll free 1.800.677.9163.
14. **Exclusions – What Is Not Covered:** This Plan does not cover the following:
  - a. Accidental damage from handling (unless otherwise specified above);



- b. Products with pre-existing conditions at the time of your subscription to the Plan;
- c. Laptop Batteries as a stand-alone claim (except for a Fiber Internet or back up battery);
- d. Failure of a Fiber Internet back up battery due to improper use or use with unauthorized products or any Fiber Internet back up battery previously replaced under this Plan or any other Frontier Expert Care service plan owned by you;
- e. Components or products used for any commercial, public, lease or other non-residential purpose;
- f. 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;
- g. 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;
- h. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
- i. Failures, damage or loss caused by: 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;
- j. Costs associated with installation or de-installation of any product;
- k. PC peripherals such as printers, external speakers and/or scanners;
- l. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
- m. Wireless repeaters, Fiber Internet routers, signal boost routers, additional base stations;
- n. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
- o. Products that are not owned by you or a member of your household, leased and rented products, or products that are not customarily located in your specified residence;





- p. 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;
  - q. 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;
  - r. Products whose serial number has been altered or removed;
  - s. Products located outside the United States;
  - t. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
  - u. 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;
  - v. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - w. Special, indirect, or consequential damages or losses;
  - x. Theft or loss of the product;
  - y. Decorative/Novelty telephone sets (e.g., football phones); facsimile machines; leased equipment; cellular phones, pagers, ancillary equipment;
  - z. Telephone accessories including, but not limited to, headsets, cords, and the like;
  - aa. Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;
  - bb. Rotary or hardwired telephones and VoIP enabled phones;
  - cc. Telephones with 3 or more lines or PBX/Key systems;
  - dd. Computer telephony equipment;
  - ee. Lamps and bulbs;
  - ff. DLP, Projector, Projection, Analog and CRT Televisions;
  - gg. Operability issues resulting from the inability of products, which are designed to process only analog television broadcasts, to process digital television broadcasts.
  - hh. Damage which is not reported within 30 days after the cancellation or termination of the Plan.
15. Renewal: This Plan automatically renews from month to month until cancelled.
16. Transfer: This Plan is not transferable to another party.



17. Cancellation: This Plan is provided on a month-to-month basis and can be canceled by you at any time for any reason by notifying Frontier's local business office (or other number that Frontier may designate for such purpose) or by notifying Asurion in writing at P.O. Box 1818, Sterling, VA 20167 (Attn: Frontier Protection Plan). 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 the 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 service 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 service received. Upon any termination or cancellation by you or Frontier, 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 thirty (30) days after cancellation of the Plan. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.
18. 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 THE Frontier BILL, IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD AT Frontier's DISCRETION. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO Frontier 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 OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.
19. Limitation of Liability: Our or Frontier's liability for any negligence, error, mistake, or omission regarding the Plan or replacement of product(s) under the Plan is limited to a correction of any such error, mistake or omission, as





determined by us. If such a correction is not possible, our liability will be limited to charges paid to Frontier in the applicable month pursuant to the Plan. Any refund must be requested by you. IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR Frontier 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, ADMINISTRATOR OR Frontier OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

20. 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.
21. 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.
22. 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.

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 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](http://www.adr.org) or 1.800.778.7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay the attorney’s fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration.



(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR 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.

#### 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 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:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The 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 State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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



Georgia Residents: 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 customary 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. As stated in the arbitration agreement of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision 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 action, class arbitration or other representative proceeding. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Liberty Insurance Underwriters, Inc. pursuant to O.C.G.A. 33-7-6.

Nevada Residents: If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (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 we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. The receipt forms part of the Plan. The following sentence is amended in the Payment section: Non-payment by you may result in cancellation of the 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 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.

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: 861202.

Oregon Residents: The Arbitration Agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless



any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event we do not provide covered service within sixty (60) days of proof of loss by you, you are 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, you may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, 1.800.768.3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 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 (46<sup>th</sup>) day after the date on which the Plan is returned to us. Texas license number: 116.

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. 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. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

Washington Residents: If we fail to act on your claim, you may contact Liberty Insurance Underwriters Inc. directly at 1.800.677.9163. You are not required to wait sixty (60) days before filing a claim directly with Liberty Insurance Underwriters, Inc.

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 products or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Liberty Insurance Underwriters Inc. 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 PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS; and (2) the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of paragraph (a) is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision 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 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) Frontier Communications Corporation 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 1.866.442.3179.

Administered by:

Asurion

P.O. Box 1340 · Sterling, VA 20167 · 1.866.442.3179

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