

SERVICE COVERAGE

Purchaser:		Plan Number:	
For Support Call: P.O. Box 6550 Greenwood Village, CO 80155-6550 directv.com 800-531-5000; 800-288-2020 for Home Wiring Protection	Plan Purchase Date:	Plan Effective Date:	Plan Purchase Price:

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, DO NOT USE THIS PLAN. 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 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, IL 60606-1078, telephone 866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 866-856-3882.; (2) "administrator": refers to (a) Asurion Services, LLC in all states and DC except in FL; 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 the mechanical or electrical failure 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; (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) "standard inside wire": refers to the telephone/communications and coaxial cable wiring on your side of the network interface device (NID) or optical network terminal (ONT), up to and including your communications jacks and coaxial cable outlets, that is used to provide high speed internet from AT&T (excluding DSL and fixed wireless internet) and digital home phone service from AT&T (excludes traditional home phone service, traditional landline, standard home phone service, and wireless home phone) that meets, and has been installed in accordance with, the specifications outlined in the National Electrical Code and the Electronic Industry Association standards; (9) "covered components": certain connecting components used to provide high speed internet from AT&T (excluding DSL and fixed wireless internet) and digital home phone service from AT&T (excludes traditional home phone service, traditional landline, standard home phone service, and wireless home phone), such as jack face-plates, connectors, splitters, diplexers, baluns, short jumper cables, external adapters, and blocking filters; (10) "home wiring protection": refers to trouble isolation and repair services for standard inside wire and covered components resulting from operational failure; (11) "operational failure": refers to the mechanical or electrical failure caused by defects in parts or workmanship, normal wear and tear, or power surge (12) "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; (13) "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 (14) "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:

- home theater systems
- flat panel televisions
 - Eligible televisions covered are LCDs, Plasmas and LED, that are of any brand, any age and, any size.
 - Eligible televisions include coverage for the original remote control and 3D glasses.
- routers and modems owned by you.
- desktop computer systems, laptops and tablets
 - computers and laptops equipped with a Windows Operating System version Windows XP or newer or Android version 1.6 or newer and Apple computers 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 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 manufacturer's 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 AT&T or 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 (dish, and associated wiring, switches or original remote control).
- Costs associated with dispatching a technician for the breakdown of your DIRECTV System (dish, and associated wiring, switches or original remote control).
- 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 twenty-four (24) hours a day, seven (7) days a week 800-531-5000.
- Troubleshooting for Smartphones.
- 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 only laptops and tablets.
- For customers also enrolled in high speed internet from AT&T (excluding DSL and fixed wireless internet), this Plan also includes home wiring protection. For home wiring protection, we will repair or replace defective standard inside wire and covered components; all repair and replacement is at our sole discretion. Requests for replacement with concealed communications wiring requiring extra work may be subject to time and material charges.

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 Protection Plan Premier with ADH, coverage for the additional ADH coverage will commence one (1) calendar month from the date of purchase of the Plan. If you are enrolled in home wiring protection at the time of purchase of this Plan, your home wiring protection starts 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 6550, Greenwood Village, CO 80155-6550 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 shall 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 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 Plan price paid, less the cost of any service received. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

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 twenty-four (24) hours a day, 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 standard inside wiring or covered components: Please call 800-288-2020 8:00 AM EST – 10:00PM EST, Monday through Friday to process your claim in accordance with the terms and conditions of the Plan.

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.

After each repair visit for home wiring protection, you have the responsibility to reestablish the connection or verify proper functioning of any equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, fire and burglar alarms, meters, sensors, automatic dialers, answering devices, etc.) connected to your inside wiring. It is your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the diagnostic testing we perform, which may include disconnecting such equipment from inside wiring and/or disconnecting inside wiring from the network interface/optical network terminal. It is also your responsibility to ensure proper functioning of any services other than AT&T services, or to contact the company that provides such services.

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: televisions, computers, home theater systems, tablets, and laptops. 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, DIRECTV and System or home wiring protection).

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 OR (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 COMMERCIALY-USED PRODUCTS (UNLESS THIS PLAN HAS BEEN SPECIFICALLY ENDORSED TO COVER COMMERCIAL USE); (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 DIRECWAY, DIRECPC, EXEDE, AND HUGHESNET; (17) DIRECTV PORTABLE DEVICES; (18) ANY FAILURES, OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURERS 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 DCOSS 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 (\$2000.00) dollars. In addition, the cumulative total of claims for all covered products made shall not exceed the aggregate limit of this Plan of six thousand (\$6000.00) 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) dollars 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, 333 S. Wabash Ave., Chicago, Illinois 60604. 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.

ARBITRATION AGREEMENT: For the purpose of this Arbitration Agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan obligor and administrator, as defined above; and (2) DIRECTV, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive the 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 to 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 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 \$10,000 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 \$10,000, 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 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 the expenses, if any, you reasonably incurred in the arbitration. While that rights 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 the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

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

arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

State Variations:

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

Arizona Residents: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

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

Connecticut Residents: The 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, including if the Premier Product is sold, lost, stolen or destroyed, by surrendering or providing written notice to Asurion at DIRECTV, Inc. P.O. Box 6550, Greenwood Village, CO 80155-6550 Attn: Customer Service. 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 written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. 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 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. The second sentence of the third paragraph in the To Obtain Service section is replaced with the following: **Unauthorized repairs may void coverage under this Plan.**

Nevada Residents: 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.**

New Hampshire 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 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. The What Is Not Covered provision is amended as follows: The following provision in the WHAT IS NOT COVERED SECTION is amended as follows: (6) THIRD PARTY ACTIONS, FIRE, COLLISION, VANDALISM, LOSS OR THEFT. Oklahoma license

number: 862590.

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

South Carolina Residents: Contact us at 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 shall state the effective date and reason for cancellation. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.

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 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.

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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