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.

Obligors: The company obligated under this Plan in all states except Florida and Washington is **Asurion Consumer Solutions, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Consumer Solutions of Florida, Inc.**, P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan, Inc.**, 175 W. Jackson, 11th Floor, Chicago, IL 60604.

Instructions: You must keep this Plan and the sales receipt for this product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt containing the term of this Plan, commencement date and product identification constitute the entire agreement.

Definitions: Throughout this Plan the words (1) "we", "us" and "our": refer to the company obligated under this Plan, as indicated in the "Obligor" section above; (2) "administrator": refers to (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc. in AL; (c) Asurion Consumer Solutions of Florida, Inc. in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "retailer": refers to the entity from which you purchased the product and this Plan, and as indicated on the sales receipt (4) "breakdown": refers to the mechanical or electrical failure of the product caused by: (a) defects in materials/and or workmanship, (b) normal wear and tear, (c) power surges, and (d) unintentional and accidental damage from handling as a result of normal use ("ADH") (only if you purchased a Plan which includes this coverage, as indicated below); (5) "product": refers to the consumer item(s) which you purchased concurrently with and is covered by this Plan; (6) "you", "your" and "service contract holder": refers to the individual who purchased the product and this Plan, or the approved transferee; and (7) "guaranteed lowest price" means the retailer's original selling price at the time of purchase excluding special discounts and coupons.

REPLACEMENT PLAN

If you purchased a Replacement Plan, as indicated on your sales receipt, then this section applies to you.

Store Return Policy Information: Please note that the in-store return policy may vary by covered product. With the purchase of your new covered product and this Plan, the retailer has extended its in-store return policy. Your new in-store return policy is noted below. The retailer's doubled in-store return policy for recording devices, studio monitors, rack mount signal processors, DJ mixers, lighting, turntables, CD players and Pro workstation keyboards is twenty-eight (28) days from date of purchase. For all other products, including but not limited to, guitars, cymbals and drums, the in-store return policy is sixty (60) days from date of purchase.

What is Covered: During the term of the Plan, through the administrator, this Plan covers parts and labor costs to replace the product, at our discretion, in the event the product experiences a breakdown which is not covered by any other insurance policy, manufacturer's warranty or service contract. Coverage includes but is not limited to: commercial use; volume pedals; internal power supplies; power meters; switches; LED and LCD displays; and pickups and mechanisms and electrical parts connected to sliders, pots, faders, jacks, and knobs. This Plan also covers wooden cracks (excluding finishes) in guitars and drums, and defects to the headstock, neck or body of guitars caused by defects in workmanship and/or materials. We will pay for the cost of shipping your product to the service center for replacement. Once the product is received at the authorized service center, we will issue you a gift card or check, at our discretion equal to the guaranteed lowest price of the product, including applicable sales tax. The gift card is not redeemable for cash. Any replacement product purchased with funds as a result of a claim being paid under the terms of this Plan will require the purchase of a new Plan in order for the newly purchased replacement product to be covered.

Term of Coverage:

For New Covered Products: The term of your Plan commences upon your date of purchase and continues for the period indicated on your sales receipt. Except for power surge and ADH coverage which begins on the date you purchase your product; all other coverage begins upon the expiration of the manufacturer's warranty. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event that we provide you with a gift card or a check for the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan.

For Used Covered Products: Your term and coverage begins upon the expiration of the extended store return policy as noted above and continues for the period indicated on your sales receipt. In the event that we provide you with a gift card or a check for the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan.

Limit of Liability: The total limit of liability under the Plan is the guaranteed lowest price of the product indicated on your sales receipt, including sales tax. This Plan and all obligations under this Plan shall be fulfilled upon issuance of a gift card or check as described above.

REPAIR PLAN

If you purchased a Repair Plan, as indicated on your sales receipt, then this section applies to you.

Certain components of your product may be covered by the manufacturer for the life of the covered product and, therefore, are not covered under this Plan.

Store Return Policy Information:

Please note that the in-store return policy may vary by covered product. With the purchase of your new covered product and this Plan, The retailer has extended its in-store return policy. Your new in-store return policy is noted below. The retailer's doubled in-store return policy for recording devices, rack signal processors, DJ equipment, lighting equipment, fog machines, and workstation keyboards is twenty-eight (28) days from date of purchase. For all other products, including but not limited to, guitars, cymbals and drums, the in-store return policy is sixty (60) days from date of purchase.

What is Covered: During the term of the Plan, through the administrator, this Plan covers parts and labor costs to repair or replace the product, in the event the product experiences a breakdown which is not covered by any other insurance policy, manufacturer's warranty or service contract. Coverage includes but is not limited to: commercial use of products; volume pedals, internal power supply, power meters and switches, LED and LCD displays; and pickups, mechanisms and electrical parts connected to sliders, pots, faders, jacks and knobs. This Plan also covers wooden cracks (excluding finishes) in guitars and drums that affect playability or sound, and defects to the headstock, neck or body of guitars caused by defects in workmanship and/or materials. We will pay for the cost of shipping your product to the service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the product, if the manufacturer's parts are unavailable or more costly. If we determine that the product cannot be repaired as specified in this Plan, if the cost of the repair exceeds the original purchase price including sales tax, or if parts are no longer available due to the age of the product or are discontinued by the manufacturer, we may replace it with a replacement product of like kind of quality that performs to the factory specifications of the original product or we may at our discretion issue you a gift card or check for the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt. The gift card is not redeemable for cash. Any replacement product purchased with funds as a result of a claim being paid under the terms of this Plan will require the purchase of a new Plan in order for the newly purchased replacement product to be covered.

Term of Coverage:

For New Covered Products: The term of your Plan commences upon your date of purchase and continues for the period indicated on your sales receipt. Except for power surge and ADH coverage which begins on the date you purchase your product; all other coverage begins upon the expiration of the manufacturer's warranty. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event that we provide you with a gift card or a check for the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the repair has been completed.

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For Used Covered Products: Your term and coverage begins upon the expiration of the extended store return policy as noted above and continues for the period indicated on your sales receipt. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the repair has been completed. In the event that we provide you with a gift card or a check for the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan.

Limit of Liability: For any single claim, the limit of liability under this Plan shall be the least of the cost of (1) the guaranteed lowest price of the covered product, including tax, (2) authorized repairs not to exceed the purchase price of the covered product, including sales tax, (3) replacement of the covered product with a gift card or check equal to the guaranteed lowest price, including sales tax, or (4) reimbursement for repairs or replacement authorized in advance by Asurion. Upon replacement, we shall have fulfilled all of our obligations under this Plan.

No Lemon Policy: After three (3) service repairs have been completed during the term of this Plan on the same component of an individual product, and that product component requires a fourth repair, as determined by us, we will replace it with a gift card or check equal to the guaranteed lowest price of your product, including sales tax, as indicated on your sales receipt. Upon replacement we shall have fulfilled all of our obligations under this Plan.

ALL PLANS:

How it Works: Call the 24-hour customer service toll-free number at 1-877-282-7423 to process your claim. If your product experiences a breakdown for any reason other than from ADH or power surge during the in-store return policy, you must return the product to the retailer where you purchased the product and this Plan. If your product experiences a breakdown after the in-store return policy or experiences a breakdown due to ADH or power surge during the in-store return policy, contact the administrator and you will be advised on how to proceed with getting your product repaired or replaced. If your product is covered by the manufacturer when you experience a breakdown other than those due to ADH or power surge, the manufacturer may repair or replace your product and return it to you.

You must provide the original sales receipt in order for a claim to be processed. If appropriate, the administrator will issue a return authorization number ("RA#") and advise you on how to proceed with having your product replaced by us or assisting you with returning your product to the manufacturer as outlined above. You must write the RA# on the outside of the package. Products shipped without the RA# may be refused. We will pay for the cost of shipping the product to our authorized service center for replacement or to the manufacturer if your product experiences a breakdown other than those outlined above. All claims must be reported within thirty (30) days after expiration of this Plan.

International Service (Repair Plans only): If your product requires service and is located outside of the USA, please call 1-785-621-3199. If the product is still covered by the manufacturer's warranty and has not failed due to ADH or a power surge, you will need to contact the manufacturer for service locations worldwide. If the product is out of the manufacturer's warranty period or has experienced a breakdown, we will ask you to locate a service center in your area to get an estimate for the repair, get prior authorization from us for the repair, have the repair completed, remit payment to the service center, and send us the invoice or receipt for the repair. We will reimburse you for the authorized amount of the claim by issuing a check in US Dollars which will be mailed to you.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

Deductible: There is no deductible required to obtain service for your covered product.

Renewal: This Plan may be renewed at our discretion by calling the toll free help-line at 1-877-282-7423.

Transferability: This Plan is transferable by the original purchaser for the balance of the original term of the Plan. The product may be registered by mailing information to the administrator, including the Plan reference number, date of new ownership, new owner's name, complete address, and telephone number.

Subrogation: If we pay for a loss, we may require you to assign us your rights of recovery against others. We will not pay for a loss if you impair these rights to recover. Your rights to recover from others may not be waived.

Trade-In: If the product is traded in, coverage under this Plan will be cancelled based on the cancellation rules noted below.

Moving: In the event you move or relocate, please contact us so we may update your service address.

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

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES, OR ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, OR LOSS OF DATA, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT (UNLESS SPECIFICALLY COVERED BY THIS PLAN), ABUSE, MISUSE, MISHANDLING, BATTERY LEAKAGE, EXTREME HEAT, IMPROPER POWER SUPPLY, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD-PARTY ACTIONS, FIRE, COLLISION, VANDALISM, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD; AND CONSEQUENTIAL LOSS OF ANY NATURE; (4) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (5) ACCESSORIES, EXPENDABLES AND SUPPLIES USED IN CONJUNCTION WITH THE COVERED PRODUCT, INCLUDING: ANTENNAS, STYLUSES, AUDIO/VIDEO DISCS, TAPES, COMPUTER SOFTWARE OR SOFTWARE DISCS, CHARGERS, EXTERNAL POWER SUPPLIES, SPEAKERS SOLD SEPARATELY, STRINGS, DRUM STICKS, VACUUM TUBES, CABLES, AND BULBS; (6) PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES, OR LOSS RESULTING FROM FAILURE TO OBTAIN THE MANUFACTURER'S RECOMMENDED INSPECTIONS OR MAINTENANCE; (7) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES, DAMAGE COVERED BY ANY OTHER WARRANTY, INSURANCE OR SERVICE CONTRACT; (8) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS PLAN; (9) COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS PROVIDED HEREIN; (10) PRODUCTS NOT ORIGINALLY COVERED BY MANUFACTURER'S WARRANTY OR RETAILER STORE RETURN POLICY; (11) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (12) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, SCRATCHES, PEELING AND DENTS; (13) UNAUTHORIZED REPAIRS AND/OR PARTS; (14) PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR DUE TO A MANUFACTURER RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (15) WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (16) LOSS OR DAMAGE INCURRED DURING TRANSPORTATION; (17) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (18) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (19) ANY DAMAGE TO RECORDING MEDIA, INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS INTERNAL/EXTERNALSTORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NONOPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (20) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (21) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (22) REFURBISHED PRODUCTS, VINTAGE PRODUCTS, AND PRODUCTS THAT ARE MARKED AS NOT RETURNABLE TO RETAILER FOR A FULL REFUND; (23) ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, CARTRIDGES, LIGHT BULBS, DRUM HEADS ETC.; (24) LOSS OR DAMAGE CAUSED BY OPERATION OF PRODUCT UNDER CONDITIONS OTHER THAN THOSE FOR WHICH IT WAS DESIGNED; (25) INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY; FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE; ELECTRICAL CONNECTION TO OTHER PRODUCTS NOT RECOMMENDED FOR INTERCONNECTION BY THE MANUFACTURER OF THE PRODUCT; (26) STAGE CONSTRUCTION MATERIALS; (27) SERVICE WHERE NO PROBLEM CAN BE FOUND AND (28) EXCEPT FOR AS PROVIDED ABOVE UNDER THE INTERNATIONAL SERVICE TERMS, SERVICE THAT OCCURS OUTSIDE OF THE DISTRICT OF COLUMBIA AND THE FIFTY (50) UNITED STATES OF AMERICA.

Cancellation: This Plan can be cancelled at any time for any reason by surrendering it or providing written notice to us at the address above. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1818, Sterling, Virginia, 20167-1818. During the return period of the in-store return policy, you may return this Plan to the retailer from which you purchased your product and this Plan for a full refund. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of covered equipment, 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. 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.

Insurance Securing this Plan: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

ARBITRATION AGREEMENT

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

ARBITRATION AGREEMENT. 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 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 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 $10,000.00, 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 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: 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 addendum does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Nevada Residents: The arbitration agreement provision of this Plan is deleted and does not apply. 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 this Plan is cancelled, we will not deduct the cost of any services received from your refund.

New Hampshire Residents: Contact us at 1-877-282-7423 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: **(23) ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, CARTRIDGES, LIGHT BULBS AND DRUM HEADS.**

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 the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 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 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: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The arbitration agreement section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

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 Virginia Surety Company, 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 ARBITRATIONS AND CLASS ACTIONS;** 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."

To obtain a large-type copy of the terms and conditions, please call 1-877-282-7423

Administered by:
Asurion
P.O. Box 1340 • Sterling, VA 20167-8434 • 1-877-282-7423
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148 (01/16)