

**We, the administrator or the retailer from whom you purchased the product covered by this Plan may make available additional products and services at a discount from time to time, for your consideration.**

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (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, YOU MAY CANCEL ACCORDING TO THE PROVISIONS OF THE CONTRACT.**

**OBLIGOR:** The company obligated under this Plan in all states and the District of Columbia except in Florida is **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 1340, Sterling, VA 20167, telephone 1-866-856-3882.

**Definitions:** (1) “**we**,” “**us**” and “**our**” refer to the company obligated under this Plan, as referenced above; (2) “**administrator**” refers to: (a) Asurion Services, LLC in all states and the District of Columbia except in Florida; and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; (3) “**you**” and “**your**” refer to the individual that purchased this Plan; (4) “**retailer**” refers to the retailer from which you purchased the product and this Plan; (5) “**product**” refers to the consumer item you purchased with and is covered by this Plan; (6) “**breakdown**” refers to the mechanical or electrical failure of the product(s) caused by: (a) defects in materials and/or workmanship; (b) normal wear and tear; (c) dust, heat and humidity; (d) power surge; or (e) unintentional and accidental damage from handling as a result of normal use of the product (“ADH”) for portable products only and eyewear; and (7) “**replacement product**” refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

**Instructions:** You must keep this Plan and your sales receipt or order confirmation email for the product(s), as you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and your sales receipt or order confirmation email, constitute the entire agreement between you and us. Your rights under this Plan may vary from state to state.

**How It Works:** If your product experiences a breakdown, you may file a claim by contacting the administrator at 1-866-257-6545 or going online to [www.asurion.com/nosweatprotectionplan](http://www.asurion.com/nosweatprotectionplan) to process your claim twenty-four (24) hours a day, seven (7) days a week. Please have your receipt or order confirmation email handy and be prepared to tell us which product needs service and the nature of the breakdown. **All repairs and replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. In-home, depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for after you initiate the claim. If your product requires in-home service, a technician may be sent to your home to: (i) repair the product on-site; or (ii) pick up your product for repair at an authorized service center. If depot service is required, we will pay for the cost of shipping your product to and from the authorized service center. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. You may also be required to produce a state or federal issued photo identification, other than a student or professional license or I.D. as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after the expiration of this Plan. During the retailer return policy, you may be referred to the retailer.

**What Is Covered:**

**For Replacement Plans (other than Eyewear Plans):** This Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy or any other service contract. In the event of a breakdown, we will, at our discretion: (i) provide a replacement product; (ii) reimburse you for the authorized cost to replace the product, excluding sales tax; or (iii) reimburse you for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Reimbursements will be in the form of a retailer gift card or check. We will be responsible for delivery or the cost of delivery of the product to the authorized service center for replacement. **For portable products only:** breakdown caused by ADH is also covered for portable products only.

**For Service Plans (other than Eyewear Plans):** This Plan covers parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any insurance policy or any other service contract. If your product requires in-home service, a technician may be sent to your home to: (i) repair the product on-site; or (ii) pick up your product for repair at an authorized service center. If the covered product requires on-site service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site

service. If service on your product is performed at an authorized service center, we will be responsible for the cost of pickup and delivery to and from the authorized service center. If in-home or carry-in service is not provided, we will be responsible for delivery or the cost of delivery of the product to the authorized service center for repair or replacement. In the event of a breakdown, we will, at our discretion: (i) repair the product; (ii) provide a replacement product; (iii) reimburse you for authorized repairs to the product; (iv) reimburse you for the authorized cost to replace the product, excluding sales tax; or (v) reimburse you for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Reimbursements will be in the form of a retailer gift card or check. Non-original parts may be used for repair of the product.

**For portable products only:** Breakdown caused by ADH is also covered for portable products only. **For Cardio Plans with Maintenance:** Upon the expiration of the manufacturer's warranty, this Plan also provides for the following annual preventative maintenance and performance checks for proper operation: belt tension wear; incline/motor control calibration; motor belt tension and voltage; checking of ranges through speed and resistance; heart rate monitor check; check of console controls; console electronic dusting and cleaning; reed switch alignment; machine balance; cushioning system and deck folding functionality for space savers only.

**For Bike Plans- this Plan includes the following enhanced coverages:**

- **Bicycle Tire Tube Replacement:** Beginning on the date of purchase, this Plan provides one (1) bicycle tube replacement during the term of the Plan. You will be responsible for delivering your bike to the retailer where the tube replacement will be performed.
- **Bicycle Tune Up** (excluding stationary bikes): Beginning on the date of purchase, this Plan also provides coverage for Basic tune-up(s). The number of tune-ups provided to you under this Plan equals the number of years in your Plan term, and the tune-up(s) can be used at any time during the Plan term. You will be responsible for delivering your bike to the retailer where the tune-up or service will be performed.

**For Eyewear Plans Only:** This Plan covers parts and labor costs to repair or replace your product in the event it experiences a breakdown which is not covered under any insurance or any other service contract. Breakdown caused by ADH is also covered. Plan coverage also includes, but is not limited to the following breakdowns due to defects in materials and/or workmanship or normal wear and tear: frame warping or bending, breakdowns caused by defective loose components, and missing parts, such as lenses. In the event of a breakdown, we will, at our discretion: (i) repair the product; (ii) provide a replacement product; (iii) reimburse you for authorized repairs to the product; (iv) reimburse you for the authorized cost to replace the product, excluding sales tax; or (iv) reimburse you for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Reimbursements will be in the form of a retailer gift card or check. Non-original parts may be used for repair of the product. We will pay for the cost of delivery of your product to the authorized service center for repair or replacement, per our instructions.

**For Cardio Plans:** Beginning on the date of purchase, this Plan provides coverage for breakdowns due to power surge.

**No Claim Reward for three (3) and four (4) year Cardio Plans that do not include annual preventative maintenance:** Upon expiration of your Plan, you will be eligible to receive a reimbursement of 30% of the price of your Plan, excluding sales tax, provided you have not made any claims. Contact the administrator to claim this benefit within 60 days following the expiration of your Plan.

**No Lemon Policy:** During the term of this Plan, after three (3) repairs have been completed on an individual product for the same breakdown, and that product requires a fourth (4th) repair, as determined by us, we will, at our discretion: (i) provide a replacement product; or (ii) provide a retailer gift card or check with a value equivalent to the original purchase price of the product, excluding sales tax, as indicated on Your sales receipt or order confirmation email. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. **(NOTE:** The No Lemon Policy is not applicable to Replacement Plans or breakdowns caused by ADH)

**Term of Coverage:**

**Replacement Plans and Service Plans for Portable Products:** The term of this Plan begins upon your date of purchase and continues for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. Except for power surge and ADH coverage, which begin on the date you purchase your product, all other Plan coverage becomes effective upon the expiration of the manufacturer's labor warranty or retailer return policy whichever is longer. 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, this Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within these terms and conditions. **For Service Plans for Portable Products:** In the event your product is being serviced by an authorized service center when this Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**Bike Service Plans (excluding stationary bikes):** The term of your Plan begins upon your date of purchase and continues for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. Except for the enhanced coverages as outlined above, which begin on the date you purchase your product, all other Plan coverage becomes effective upon the expiration of the manufacturer's labor warranty or retailer return policy whichever is longer. 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, this Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within these terms and conditions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**Non-Portable Products and Cardio Plans:** The term of your Plan begins upon the expiration of manufacturer's labor warranty or retailer return policy whichever is longer and extends for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. For Cardio Plans, breakdowns due to power surge are covered starting date of purchase. In the event your product is being serviced by an authorized service center when this Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**Eyewear Plans Only:** The term and coverage of your Plan begins on your date of purchase and continues for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. Coverage for ADH and the above additional benefit(s) begins on the date of purchase of the covered product; all other coverage begins upon the expiration of the manufacturer's warranty or retailer return policy whichever is longer. The 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 for the term of the Plan as well as certain additional benefits listed within the Plan's terms and conditions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of the Plan will be extended until the covered repair has been completed. If your product experiences a breakdown during the retailer's return policy term, you may be required to return the product to the retailer to process your claim.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs to the product; (iv) reimbursement for the authorized cost to replace the product excluding sales tax; or (v) the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. The maximum liability under this Plan is: (a) replacement of the product with a replacement product; (b) reimbursement of the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email; or (c) the total cost of all authorized repairs up to the original purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. In the event that we meet any of the above conditions (a), (b) or (c) of the maximum liability, we have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**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 product.

**WHAT IS NOT COVERED:** (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) BREAKDOWN FROM ACCIDENT (UNLESS YOU PURCHASED A PLAN ON A PORTABLE PRODUCT), ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS, FIRE, COLLISION, VANDALISM OR THEFT; (6) THE ELEMENTS (APPLIES TO ONLY THOSE PRODUCTS NOT INTENDED FOR REGULAR OUTDOOR USE) OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) BREAKDOWNS CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (9) BREAKDOWNS COVERED BY ANY OTHER INSURANCE POLICY OR SERVICE CONTRACT; (10) PREVENTATIVE MAINTENANCE, PERIODIC CHECKUPS AND/OR OTHER MAINTENANCE AS DIRECTED BY THE MANUFACTURER (UNLESS OTHERWISE SPECIFIED ABOVE IN THE WHAT IS COVERED PROVISION); (11) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS PLAN; (12) THE COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT EXCEEDING \$45; (13) COMMERCIALLY USED EQUIPMENT; (14) ANY LOSS OTHER THAN A BREAKDOWN OF THE PRODUCT; (15) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR STORE RETURN POLICY; (16) NON-FUNCTIONAL OR AESTHETIC PARTS, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (17) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELING, AND DENTS THAT DO NOT IMPEDE THE FUNCTIONALITY OF THE PRODUCT; (18) UNAUTHORIZED REPAIRS AND/OR PARTS; (19) ANY BREAKDOWN, PARTS AND/OR LABOR COSTS INCURRED THAT ARE ASSOCIATED WITH A MANUFACTURER'S RECALL; (20) ACCESSORIES USED IN

CONJUNCTION WITH A PRODUCT; (21) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES AND TIRES; (22) BREAKDOWNS INCURRED DURING TRANSPORTATION; (23) BREAKDOWN RESULTING FROM THE FAILURE TO PROVIDE THE MANUFACTURER'S RECOMMENDED MAINTENANCE; (24) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (25) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY; (26) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (27) SERVICE THAT OCCURS OUTSIDE OF THE FIFTY (50) UNITED STATES OF AMERICA OR THE DISTRICT OF COLUMBIA; AND (28) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON OR PET ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT.

**Transfer:** This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 1-866-257-6545 or contact the administrator at P.O. Box 1818, Sterling, VA 20167-1818. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number. Proof of purchase receipt or order confirmation email, as well as any service repair receipts, must be transferred to the new owner.

**Renewal:** The Service Plans are renewable at our discretion. The Replacement Plans are not renewable.

**Cancellation:** You can cancel this Plan for any reason by returning it to the retailer from which you purchased this Plan during their return policy term, or at any time and for any reason by emailing DepartmentC@asurion.com or by providing a written notice to the administrator at: P.O. Box 1818, Sterling, VA 20167-1818. 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, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. In AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI, WY and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month.

**Insurance Securing this Plan:** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin, Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**Force Majeure:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

**ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above) ; and (2) the retailer(as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

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

**THIS**

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

- Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
- 3. FEES:**
- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
- 4. ARBITRATION DECISION:**
- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
- We will pay you the greater of the damages or \$7,500.
  - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING.**

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

#### **State Variations:**

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

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives or to any conditions that the Obligor or retailer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item (3) of the WHAT IS NOT COVERED section is deleted and replaced with the following: "BREAKDOWN FROM ACCIDENT (UNLESS YOU PURCHASED A PLAN ON A PORTABLE PRODUCT), ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS WHILE OWNED BY YOU."

**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 will receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made. In California, the form number for use under this Plan is as follows:

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**Connecticut Residents:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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

**Georgia Residents:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date.. If this Plan is cancelled prior to the end of its term, we will not deduct the

cost of any claims that have been paid or repairs that have been made 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 provision 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 waive the right to participate in class actions, class arbitrations or other representative proceedings. Nothing contained in the Arbitration Agreement provision of this Plan will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** 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: (i) you engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; (ii) 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 (iii) 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 the Plan is cancelled, no deduction will be made from the refund for the cost of any claims that have been paid or repairs that have been made. The following language is added to item (3) of 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 BREAKDOWNS ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN." If we fail to pay the cancellation refund as stated in the Cancellation section, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Item (9) of the **WHAT IS NOT COVERED** section is deleted and replaced with the following: **(9) BREAKDOWNS COVERED BY ANY OTHER INSURANCE POLICY OR RETAILER'S WARRANTY.** "Contact us at 1-866-257-6545 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**New Hampshire Residents:** Contact us at 1-866-257-6545 with, questions, concerns, or complaints about the Plan. 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, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**New Jersey Residents:** This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**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: (i) you fail to pay any amount due; (ii) you are convicted of a crime which results in an increase in the service required under the Plan; (iii) you engage in fraud or material misrepresentation in obtaining this Plan; (iv) 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 (v) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.

**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: 44199294.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this arbitration agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and **Dick's Sporting Goods Inc.** 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 1-866-257-6545 . In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE

OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.”

**South Carolina Residents:** Contact us at 1-866-257-6545 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 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, TX 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 (46th) 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 Guaranty Association. The second sentence in the Cancellation provision is replaced with the following: “This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation.” Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**Virginia Residents:** Contact us at 1-866-257-6545 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

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

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The fourth and fifth sentence of the first paragraph of 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 PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the phrase “Is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (b) of the Arbitration Agreement provision of this Contract is deleted in its entirety.

**Wyoming Residents:** The Arbitration Agreement provision in this Plan is replaced with the following: “If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “we,” “us” and “our” 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) Dick’s Sporting Goods Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or Dick’s Sporting Goods Inc. , or a substantial breach of duties by you relating to the Dick’s Sporting Goods Inc. service or its use.

**To obtain a large-type copy of the terms and conditions of this Plan, please call 1-866-257-6545**

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Customer Name: \_\_\_\_\_  
Customer Address: \_\_\_\_\_

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