

## EXPERT CARE - Terms and Conditions for Protection Pak: Computers and Telephones w/ Accidental Damage from Handling on Laptop Computers

This protection plan ("Plan") is a legal contract and it contains a binding Arbitration Agreement in Section 19 that governs all disputes related to the Plan. Please read the Plan carefully and completely. By subscribing to this Plan, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions constitute the entire agreement regarding the Plan.

1. **Plan (Obligor):** The company obligated by this Plan under the Program (the "Obligor") is Asurion Warranty Services, Inc. if purchased in AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY; whose address is P.O. Box 061078, Chicago, IL 60606-1078 or 866-442-3179 Asurion Florida Warranty Services, Inc., if purchased in Florida; whose address is P.O. Box 061078, Chicago, IL 60606-1078 or 866-442-3179.
2. **Definitions:** (1) "we", "us", or "our" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) Administrator refers to (a) National Electronics Warranty, LLC in all states and DC except in FL; (b) National Electronics Warranty Corporation of Florida (a service warranty association) in FL, (National Electronics Warranty, LLC and National Electronics Warranty Corporation of Florida (collectively referred to herein as NEW). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "Product/Products" refers to the qualifying products indicated in Section 4(a) of this Plan; (4) "you" and "your" refers to the individual who purchased this Plan; (5) "household" refers to a group of one or more persons related to the Plan subscriber by direct lineal descent (i.e., grandparent, parent, child, siblings, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship or domestic partnership, who reside with the Plan subscriber in a common residential unit; (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials including those due to normal wear and tear.
3. **Term:** The Plan will become effective and billing will commence upon your subscription to the Plan. **As specified in Section 4(b), there is a 30 day waiting period before coverage commences.**
4. **Coverage:** This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to a breakdown. In addition, when a Laptop is covered, the plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to accidental damage from handling (ADH). ADH covers your Laptop computer from failures as a result of damage from an unexpected or unintentional external event such as drops or spills that arise from your normal daily use of the product as intended by the original manufacturer. ADH does not cover the associated system elements such as keyboard, mouse, monitor, router, modem or FiOS battery. The terms of coverage are further outlined below:
  - a. **Qualifying Products:** This Plan covers Desktop and Laptop systems and Telephones. A Desktop and/or Laptop system consists of a desktop personal computer or laptop computer (collectively referred to as "PC" or "PCs") and the following: an associated external monitor that is 19" or smaller, keyboard (wired or wireless), mouse (wired or wireless), external broadband modem, and non-commercial router (wired or wireless) and one (1) FiOS back up battery per household. All types of PCs are eligible for coverage under this Plan except PCs which are not equipped with a Windows Operating System version Windows XP or newer or Android version 1.6 or newer and Apple computers which are not equipped with an Apple operating system version OS X (10) or newer or Linux OS with 2009 publication date or newer. Telephones must be single line phones, 2-line phones or caller ID displays.
  - b. **Coverage Effective Date:** **Coverage under the Plan will commence 31 days after your subscription to the Plan. No service will be provided during the initial 30 days of the Plan. If the Plan is cancelled, coverage will continue for 30 days after the cancellation date.** There will be no lapse in coverage if you move to another residence, provided that you continue the Plan and notify Frontier of your new residence address.
  - c. **Primary Residence:** Unless otherwise specified, the coverage under this Plan applies to all systems customarily located in your primary residence belonging to you or a member of your household. If you change your primary residence, you are required to notify Frontier of such request or change. In the event that you wish to obtain coverage for more than one residence, additional Plans must be purchased.
  - d. **Service Fee:** **In the event that your PC or monitor requires service, you will be required to pay a service fee in the amount of Eighty-Nine Dollars (\$89.00).** The service fee does not apply to the repair or replacement of a telephone, keyboard, mouse, modem, router or FiOS back up battery. The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card, check or money order.
    1. **Keyboards, Mice, Modems, Routers:** This Plan covers the cost to repair or replace items that are not integrated components of your computer, including the keyboard, mouse, modem or router with ones of like kind and quality. You will not be charged a service fee for claims related to the products listed in this Section 4(d1), however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan.
    2. **Telephones:** The Plan also covers a replacement telephone/caller id unit. A replacement product will be shipped directly to your billing address along with a return kit and return postage for the defective product. If you fail to return the defective product you may be billed for the replacement product. The product will be replaced with a product comparable in kind and quality. You will not be charged a service fee for claims related to the products listed in this Section 4(d2), however, the costs associated

- with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan.
3. **FiOS back up battery:** The Plan covers the replacement of One (1) FiOS backup battery for the life of the plan. You will not be charged a service fee for claims related to the products listed in this Section 4(d3), however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan
  - e. **On-Site Service:** If the product requiring service is a desktop computer, it will be serviced on-site. We will use our best efforts to have an authorized service provider contact you within one (1) business day of your initial call to arrange for service. Service will be provided during regular business hours Monday through Friday, except holidays. An adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our specialists in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs. The product must be located at your primary residence at the time of service.
  - f. **Repair Depot Service:** If the product requiring service is a laptop computer or monitor, it will be shipped to a designated repair depot location for service. We will use our best efforts to ship a carton, prepaid shipping label and instructions for shipping your product to you within two (2) business days of your initial call for service. This Plan provides for next business day shipping. All shipping costs are covered by the Plan.
  - g. **Advance Replacement for Telephones/Caller ID Units:** A replacement product will be shipped directly to your billing address along with a return kit and return postage for the defective product. If you fail to return the defective product you may be billed for the replacement product. The product will be replaced with a product comparable in kind and quality subject to the provisions cited herein. We make no representation or warranty that any replacement product will be identical or substantially identical to the product submitted for replacement. Replacement will be with a new or refurbished product, at our sole discretion.
  - h. **Power Surge Protection:** The Plan provides power surge protection in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
  - i. **Subscriber Eligibility:** Only customers residing in the United States are eligible for coverage under the Plan.
  - j. **Replacement Products:** If we opt to provide you a replacement product under the Plan, we reserve the right to retain ownership of your defective product. At our sole discretion, we may require that you return the defective product to our designated repair depot location as a condition to receiving your replacement product. Shipping costs associated with the return of the product will be paid by us.
5. **Registration:** Registration of this Plan is not required. At your option, you may register the products to be covered by the Plan at any time during the coverage period. To perform this registration, please go online to [\[\[INSERT WEBSITE\]\]](#). Changes and/or updates to the list of covered products can be made by updating your online account at this web address.
  6. **Plan Limits of Liability (Aggregate Claim Limit):** Under the Plan, claims cannot exceed \$2,000 per 12-month rolling period which commences on the date of your first claim. We will be responsible for informing you, at the time of the claim, if you have reached the \$2,000 aggregate claim limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the product, as determined at our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of a comparable replacement product. In the event that you reach the 12-month aggregate claim limit for claims (\$2,000) 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.
  7. **Your Responsibilities:** This Plan is for your use only and may not be assigned. Products owned by anyone other than you or members of your household will not be covered by the Plan. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The Product must be in good working condition prior to your Plan subscription. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the Product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. It is important that you back up all data files on your PC prior to the commencement of service; repairs to your PC may result in the deletion of such data files. Please retain these terms and conditions for your records.
  8. **Payment:** You agree to pay monthly charges for this Plan as such charges may appear on your monthly bill from Frontier. The monthly rate for the Plan was provided to you at the time you subscribed to the Plan. You may contact your Frontier representative for the current applicable rate for the Plan. Non-payment may result in cancellation of the Plan. All charges, plus all applicable taxes, shall be due and payable by the due date stated on your Frontier bill.
  9. **If Your Product Needs Service:** In the event the product fails to operate, you may, 30 days after subscription to this Plan, file a claim by calling 866-442-3179, 24 hours a day, 7 days a week, excluding national holidays. As stated above, service for your PCs or monitors is subject to your payment of a \$89.00 service fee for each claim. There will be no service fee required for servicing keyboards, mice, modems, routers or a FiOS back up battery, which are not an integrated component of your PC. **AT OUR OPTION, REPLACEMENTS WILL BE NEW, REBUILT, REFURBISHED, OR NON-ORIGINAL MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE ORIGINAL FACTORY SPECIFICATIONS.** If, at our sole discretion, it is determined that the product cannot be repaired, we will offer you a replacement product of like kind and quality, either new or refurbished. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced products are warranted by us for 90 days from the date of product receipt by you. In the event that the product fails to function properly during such 90 days, we will repair or replace the product at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan.

If you choose not to accept the replacement product which we offer you, then we will provide a payment to you in the form of a gift card or check based on the fair market value of the product as determined by us, based upon the age of the product. This payment amount cannot exceed the available balance of funds under the aggregate claim limit.

10. **Insurance Securing this Plan:** This Plan is not a contract of insurance. The obligations of Asurion Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Insurance Underwriters Inc. in the following states: AL, AR, CA, CT, GA, HI, IL, KY, MA, ME, MN, MO, MT, NC, NH, NV, NY, OK, OR, SC, TX, VT, VA, WA, WI, WY and all other states required by law. The obligations of Asurion Florida Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Mutual Insurance Company. If within sixty (60) days we have not paid you for your covered claim, provided you with a refund owed or you are otherwise dissatisfied, you may make a claim directly to the applicable insurance company at 55 Water St. 18<sup>th</sup> Floor New York, NY 10041 for Liberty Insurance Underwriters, Inc. and at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Mutual Insurance Company or by calling toll free 1-800-677-9163.
11. **Exclusions – What Is Not Covered:** This Plan does not cover the following:
  - a. Products with pre-existing conditions at the time of your subscription to the Plan;
  - b. Batteries (except for a FiOS back up battery);
  - c. Failure of a FiOS back up battery due to improper use or use with unauthorized products or any FiOS back up battery previously replaced under this Plan or any other Frontier Expert Care service plan owned by you;
  - d. Components or products used for any commercial, public, lease or other non-residential purpose;
  - e. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;
  - f. Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
  - g. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
  - h. Failures, damage or loss caused by any physical force external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;
  - i. Costs associated with installation or de-installation of any product;
  - j. PC peripherals such as printers, external speakers and/or scanners;
  - k. Televisions that are used as a PC monitor;
  - l. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
  - m. Wireless repeaters, FiOS routers, signal boost routers, additional base stations;
  - n. Adjunct devices, or any device that is not built into the PC's CPU housing, except a keyboard, mouse, broadband modem, router or FiOS back up battery;
  - o. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
  - p. Products that are not owned by you or a member of your household, leased and rented products, or products that are not customarily located in your specified residence;
  - q. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;
  - r. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
  - s. Products whose serial number has been altered or removed;
  - t. Products located outside the United States;
  - u. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
  - v. Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;
  - w. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - x. Special, indirect, or consequential damages or losses;
  - y. Theft or loss of the product.
  - z. Customer built or assembled computers
  - aa. Decorative/Novelty telephone sets (e.g., football phones); facsimile machines; leased equipment; cellular phones, pagers, ancillary equipment;
  - bb. Telephone accessories including, but not limited to, headsets, cords, and the like;
  - cc. Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;
  - dd. Rotary or hardwired telephones and VoIP enabled phones;
  - ee. Telephones with 3 or more lines or PBX/Key systems;
  - ff. Answering machines, telephones with integrated answering machines, and other non-telephone equipment (other than Caller ID display units);
  - gg. Computer telephony equipment

12. **Renewal:** This Plan automatically renews from month to month until cancelled.
13. **Transfer:** This Plan is not transferable to another party.
14. **Cancellation:** This Plan is provided on a month-to-month basis and can be canceled by you at any time for any reason by notifying Frontier's local business office (or other number that Frontier may designate for such purpose) or by notifying NEW in writing at P.O. Box 1818, Sterling, VA 20167. We may elect not to renew the Plan upon 30 days written notice to you. Upon any termination or cancellation by you or Frontier, you will have coverage provided, at no cost for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within thirty (30) days after cancellation of the Plan.
15. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS A MESSAGE PRINTED ON THE Frontier BILL, IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD AT Frontier'S DISCRETION. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO Frontier AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE (S) IN THE CHARGES, TERMS OR CONDITIONS.
16. **Limitation of Liability:** Our liability for any negligence, error, mistake, or omission regarding the Plan or replacement of product(s) under the Plan is limited to a correction of any such error, mistake or omission. If such a correction is not possible, our liability will be limited to charges paid to Frontier in the applicable month pursuant to the Plan. Any refund must be requested by you. IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR Frontier BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR, ADMINISTRATOR OR Frontier OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
17. **Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
18. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.
- 19.

**Arbitration Agreement:** Most of the questions or concerns that you may have about the program or this Plan can be addressed quickly and satisfactorily by contacting us at 1-866-856-3882. In the unlikely event that there are any disputes that cannot be resolved informally, **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 THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined in Sections 1 and 2 above, and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns; and (2) Frontier Communications, Inc. and its wholly owned subsidiaries. The enforcement and interpretation of this arbitration agreement is governed by the Federal Arbitration Act. This arbitration agreement shall survive the termination of this Plan. This arbitration agreement is intended to be interpreted broadly, and it includes, without limitation: (1) any dispute or claim arising out of or relating in any way to the program or to this Plan, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; and (2) any such dispute or claim that arose either before this arbitration agreement or Plan was entered into by you and us or that arises after this arbitration agreement or Plan is terminated. Notwithstanding any of the foregoing, this arbitration agreement does not preclude you or us from bringing an individual action in small claims court. This arbitration agreement also does not preclude you from informing any federal, state or local agencies or entities of your dispute or claim. Such agencies or entities may be able to seek relief from us on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is

initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us 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 your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

**If You Reside In One Of The Following States, These Provisions Apply To You:**

**State Variations**

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

**Alabama Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

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

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO 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 Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you

will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

**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 Liberty Insurance Underwriters, Inc.. pursuant to O.C.G.A. 33-7-6.

**Illinois Residents:** You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of Plan purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

**Nevada Residents:** You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, or if we cancel this Plan at anytime, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of 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 is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. Your monthly bill forms part of this Plan. The third (3<sup>rd</sup>) sentence of the Payment section is replaced with the following: Non-payment by you may result in cancellation of the Plan.

**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 a home appliance.

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: you may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to NEW at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Plan, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or NEW may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by

any regulatory authorization. If we or NEW cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or NEW may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this Plan: 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.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is amended to include the following: **Any award rendered in accordance with this Arbitration Agreement shall be a nonbinding award against you,** provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court based on the same issue(s) and facts raised by you in the arbitration proceeding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Arbitration Agreement 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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. 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 (46<sup>th</sup>) 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. If we cancel this Plan due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

**WASHINGTON RESIDENTS:** You may apply directly to the insurance company.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE OF THE STATE OF WISCONSIN.** The "Cancellation" section is deleted and replaced by the following: you may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to NEW at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within thirty (30) days of receipt of the Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or NEW may only cancel this Plan before the end of the agreed Plan term on the grounds of non-payment of the Plan fee, material misrepresentation by you to us, or a substantial breach of duties by you relating to the product or its use. If we or NEW cancel this Plan for any reason other than nonpayment of the Plan fee, you shall receive a refund of 100% of the unearned pro-rata premium, less any claims paid. We or NEW may not cancel this Plan without providing you with written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel this Plan. The "Insurance" section of this Plan is amended as follows: If we do not provide, or reimburse or pay for, a service that is covered under this Plan within 60 days after you provide proof of loss, or if we become insolvent or otherwise financially impaired, you may file a claim directly with Liberty Insurance Underwriters, Inc. for reimbursement, payment, or provision of the service.

**Wyoming Residents:** This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for

cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. 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", "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 Frontier Communications, Inc..

**To obtain a large-type copy of the terms and conditions of this Contract, please call 866-442-3179**

Administered by:

NEW

P.O. Box 1340 • Sterling, Virginia 20167 • 866-442-3179

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