

Terms and Conditions

Thank you for signing up for DIRECTV PROTECTION PLAN! We hope you will have years of enjoyment from your DIRECTV System.

This is a legal contract (referred to hereinafter as the "Plan") and it contains a binding Arbitration Agreement below that governs all disputes related to the Plan between you and the Plan Obligor and Administrator, as defined, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement. Please read the Plan carefully and completely. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under the Plan in all states and DC except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078 telephone 866-856-3882.

Definitions: (1) "we," "us," or "our": the company obligated under the Plan, as referenced in the Obligor section; (2) administrator: (a) Asurion Services, LLC in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; (c) Asurion Service Plans of Florida, Inc. in FL (a service warranty association) (Asurion: refers collectively to Asurion Services, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.) The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20166; (3) "DIRECTV": the seller of the Plan (Florida License No. D076780); (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) dust, heat, or humidity; (d) power surges and; (e) unintentional and accidental damage from handling ("ADH") as a result of normal use of the product; (5) "product": the DIRECTV System which you purchased or leased concurrently with and is covered by the Plan; (6) "you" and "your": the individual who purchased or leased the product and the Plan.

Instructions: Please keep this validation for the product; it is an integral part of the Plan and you may be required to produce it to obtain service or replacement. The Plan, including the terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between you and us.

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 as well as certain additional benefits listed within the Plan's terms and conditions.

What Is Covered: The Plan covers parts and labor costs resulting from a breakdown of the product, and/or normal wear and tear, including those manifesting from power surges. Re-alignment after a successful installation and all associated cabling switches are also covered under this Plan. We will either provide for the repair of your product or reimburse you for authorized repairs to the product.

This Plan includes the following enhanced coverage:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Power surge coverage not covered by any other warranty, service plan or any insurance policy.
- Dedicated technical troubleshooting professionals available 24 hours a day 7 days a week.
- Being enrolled in the Plan for greater than twelve (12) consecutive months also allows you to upgrade your DIRECTV hardware every (2) two years from the initial date of installation of your DIRECTV system or from the date of any prior upgrade received.
 - Your upgrade can range from any additional receiver up to an Advanced Whole Home HD DVR which may include up to three (3) client receivers.
 - Any upgrade to your DIRECTV system, including those offered as benefit of the Plan, will reset your DIRECTV programming commitment to two (2) years and any applicable monthly fees as a result of the upgrade. You will be subject to the terms of your DIRECTV customer agreement including monthly equipment fees and early termination fees.
 - Electing to upgrade as set forth above does not automatically extend your term commitment under the Plan.
 - Dedicated technical troubleshooting professionals available 24 hours a day 7 days a week.

Equipment Replacement and Repair: At our option, we may repair or replace a remote control or receiver by utilizing shipping and delivery services at our expense. If we determine a replacement receiver is required, we will ship a new or refurbished unit with comparable features to the location where you receive DIRECTV programming. We will also provide for return shipping of the defective unit. Should you fail to return the defective unit, charges for the unreturned unit will apply.

Term of Coverage: The Plan coverage commences one (1) calendar month from the date of purchase of the Plan and is effective for a period of one (1) year and terminates as per the Limits of Liability section. The Plan will automatically renew on a month to month basis unless the Plan is cancelled as per the "Cancellation" provision.

Plan Payment Terms: You will be billed for the Plan purchase price in equal monthly installments. If your monthly Plan purchase price is subject to change during the term of this Plan, you will be notified in advance of any price increase.

To Obtain Service: If your product fails, call 800-531-5000 twenty-four (24) hours a day, seven (7) days a week to process your claim in accordance with the terms and conditions of the Plan or go to our web site (directv.com). Unauthorized repairs may void this Plan. Foreign language assistance is available for your convenience; please call 800-531-5000. **Your DIRECTV account must be active to be eligible for service.** Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable or more costly.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU, DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, THEFT, ETC.); (3) ACCESSORIES, INCLUDING ANTENNAS; (4) PREVENTATIVE MAINTENANCE; (5) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (6) DAMAGE TO COMMERCIALY-USED PRODUCTS (UNLESS THIS PLAN HAS BEEN SPECIFICALLY ENDORSED TO COVER COMMERCIAL USE); (7) EXTERNAL SIGNAL INTERFERENCE; (8) PRE-EXISTING CONDITIONS OR PROBLEMS; (9) REPAIRS ASSOCIATED WITH INCOMPLETE OR UNSUCCESSFUL INSTALLATION; (10) ANY SATELLITE DISH OR OTHER EQUIPMENT MADE SPECIFICALLY FOR OR PERMANENTLY ATTACHED TO AUTOMOBILES, RECREATIONAL VEHICLES, INCLUDING WITHOUT LIMITATION WATERCRAFT, AIRCRAFT, OR MOBILE HOMES; (11) TELEVISION/RECEIVER COMBINATIONS WHERE THE REPAIR OR REPLACEMENT IS NEEDED DIRECTLY ON THE COMBO UNIT; (12) COMPONENTS AND WIRING RELATED TO THE COMPUTER SERVICE FOR INTEGRATED BROADBAND PRODUCTS SUCH AS DIRECWAY AND DIRECPC; (13) DIRECTV PORTABLE DEVICES; (14) SATELLITE DISHES MOUNTED TO STRUCTURES OR OBJECTS THAT ARE NOT MAN-MADE AND STATIONARY; (15) ANY FAILURES, OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURERS RECALL; (16) "ACTS OF GOD".

Cancellation: You may cancel this Plan, without cost to you, within the first 30 days after purchase or anytime after the first 12 months of coverage. You may also cancel this Plan during the term of coverage by either calling 800-531-5000 or providing written notice with a copy of the Plan to the administrator at the following address: DIRECTV, Inc. P.O. Box 6550, Greenwood Village, CO 80155-6550 Attn: Customer Service. You will receive a refund equal to the unearned pro rata

premium, less any claims which have been paid. While this Plan may be canceled by you for any reason, an administrative fee of ten dollars (\$10.00) will be assessed if the Plan is cancelled during the first year of coverage. This Plan may not be cancelled by us except for fraud, material misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Plan; if your DIRECTV programming service is canceled, disconnected, or terminated; or if required to do so by any regulatory authority. If the Plan is cancelled by us, you shall receive a refund of 100% of the unearned pro rata premium less any claims which have been paid. Any refund owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month.

No Deductibles: There are no deductibles under this plan.

Transferability: This Plan is not transferable.

Insurance Securing this Plan: This Plan is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Contract or the Program can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **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 CLASS ARBITRATIONS AND CLASS ACTIONS.** 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. Disputes between you and DIRECTV are governed by the Arbitration clause of your DIRECTV Customer Agreement.

For the purpose of this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) DIRECTV, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Contract or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by you and us or that arises after this Arbitration Agreement or Contract is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief 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 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 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.

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. 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.

To obtain a large-type copy of the terms and conditions of this plan, please call 800-531-5000.

Administered by: Asurion
P.O. Box 1340 • Sterling, VA 20166 • 800-531-5000
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This email was sent to {Email} . DIRECTV reserves the right to contact you via email regarding your account. For details on how DIRECTV uses your information, please read our [Privacy Policy](#). To receive special offer emails from DIRECTV or change your email address, manage your email [here](#).

Replies to this email address cannot be answered. For questions/concerns, [email DIRECTV Customer Care here](#).

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