

## Terms and Conditions

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 20167; (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) for the DIRECTV System only: unintentional and accidental damage from handling as a result of normal use of the product; (5) "product/products" refers to the qualifying products indicated below; (6) "you" and "your": the individual who purchased or leased the product and the Plan; (7) "Service Fee" refers to the amount you are required to pay in advance of our scheduling in-home service, or our arranging for shipping or carry-in service, and is set forth in the "Service Fee" section of this Plan; (8) "Per-Claim Limit" is the maximum amount of coverage we will provide for a single product claim; (9) "Aggregate Limit" is the maximum amount of coverage we will provide cumulatively for all claims made by you during a single coverage term.

**Instructions:** Please keep this validation; 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.

**Qualifying Products:** This Plan covers the [DIRECTV System to include all associated cabling and switches, Home Theater Systems, Laptops, Flat Panel Televisions, Routers and Modems owned by you. Televisions covered are LCDs, Plasmas and LED, and can be of any brand, any age and any size, and include coverage for the original remote control and 3D glasses. All types of Computer Systems, Laptops and Tablets are eligible for coverage under this Plan except Computers and Laptops 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 or newer or Linux OS with 2009 publication date or newer. We may update this list at any time].

**Registration:** To expedite your service, we suggest that you register your products during the first thirty (30) days after your subscription to the Plan. In order to add a product to your Plan after the initial Plan subscription period, and for that product to be considered eligible for Plan coverage, you must register the product within thirty (30) days after the purchase date. To register your products, please go online to [www.directv.com](http://www.directv.com). Changes and/or updates to your list of registered products can be made by updating your online account at this web address. We reserve the right to deny coverage under this Plan for products that have not been registered pursuant to these requirements.

**What Is Covered:** This Plan covers parts and labor costs necessary to repair your product in the event the product experiences a breakdown, not to exceed our limit of liability. At our sole discretion, if we determine that we cannot economically service your product as specified in this Plan, we may replace your product with a replacement product of like kind and quality that performs to the factory specifications of the original product, or we may issue you a check for the fair market value of your product, not to exceed the Limit of Liability as stated below. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable or more costly. If we provide you with a replacement product under this Plan, we reserve the right to retain ownership of your defective product. Should you fail to return the defective DIRECTV receiver; charges for the unreturned unit will apply.

### **This Plan includes the following enhanced coverage:**

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Re-alignment of the DIRECTV satellite dish after a successful installation.
- Dedicated technical troubleshooting professionals available 24 hours a day 7 days a week.
- Troubleshooting for Smartphones.
- Being enrolled in the Plan for greater than twelve (12) consecutive months also allows you to upgrade your DIRECTV hardware every two (2) years from the initial date of installation of your DIRECTV system or from the date of any prior upgrade received.
  - Your upgrade can range from 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.
- Battery replacement of any covered Laptop is limited to once every twelve (12) months.
- Repair or replacement of original remote controls and 3D glasses.
- Unintentional or accidental damage from handling as a result of normal use ("ADH") for Laptops, Tablets and Netbooks only if you are a Protection Plan Premier with ADH customer.

**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" provision. 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. 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. 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.** We may require you to fill out a claim facilitation form prior to receiving service for your product.

**Service Fee:** In the event that one of the following products: all TVs, all computer systems, home theater systems, tablets, netbooks, laptops and monitors requiring service, you will be required to pay a fifty (\$50) dollar Service Fee. The Service Fee must be paid and received in advance of the service being provided and may be paid by a valid credit card. NOTE: You will not be charged a Service Fee for claims related to any other product; however, the costs associated with the repair or replacement of the product will apply toward the Aggregate Limit under this Plan.

**Limits of Liability:** Under the Plan, claims cannot exceed the Per Claim Limit which is the fair market value of the covered product not to exceed two thousand (\$2000) dollars.

In addition, the cumulative total of claims made during the standard one-year (1) coverage term shall not exceed the Aggregate Limit of this Plan. An annual Aggregate Limit of six thousand (\$6000) dollars applies to all covered products. We will be responsible for informing you, at the time of the claim, if you have reached the six thousand (\$6000) dollars aggregate claim limit. In the event that you reach the annual aggregate claim limit for claims six thousand (\$6000) dollars during your Plan term 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.

**No Lemon Policy:** During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same defect, and that product requires a fourth repair, as determined by us, we will replace it with a product with comparable features not to exceed the original purchased price. (**NOTE:** The No Lemon Policy is not applicable to breakdowns caused by unintentional and accidental damage from handling).

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

**What is Not Covered:** (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU; (3) DAMAGE CAUSED BY ACCIDENTAL OR INTENTIONAL PHYSICAL DAMAGE, SPILLED LIQUIDS (UNLESS YOU PURCHASED A PROTECTION PLAN PREMIER WITH ADH), INSECT INFESTATION, MISUSE, ABUSE, PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (4) INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT (5) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, "NO PROBLEM FOUND" DIAGNOSIS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (6) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, THEFT, ETC.); (7) ACCESSORIES, INCLUDING ANTENNAS, BULBS AND/OR LAMPS, BATTERIES (EXCEPT FOR A ONE-TIME LAPTOP BATTERY REPLACEMENT); (8) PREVENTATIVE MAINTENANCE; (9) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (10) DAMAGE TO COMMERCIALY-USED PRODUCTS (UNLESS THIS PLAN HAS BEEN SPECIFICALLY ENDORSED TO COVER COMMERCIAL USE); (11) EXTERNAL SIGNAL INTERFERENCE; (12) PRE-EXISTING CONDITIONS OR PROBLEMS; (13) REPAIRS ASSOCIATED WITH INCOMPLETE OR UNSUCCESSFUL INSTALLATION; (14) ANY SATELLITE DISH OR OTHER EQUIPMENT MADE SPECIFICALLY FOR OR PERMANENTLY ATTACHED TO AUTOMOBILES, RECREATIONAL VEHICLES, INCLUDING WITHOUT LIMITATION WATERCRAFT, AIRCRAFT, OR MOBILE HOMES; (15) COMPONENTS AND WIRING RELATED TO THE COMPUTER SERVICE FOR INTEGRATED BROADBAND PRODUCTS SUCH AS DIRECWAY AND DIRECPC; (16) DIRECTV PORTABLE DEVICES; (17) SATELLITE DISHES MOUNTED TO STRUCTURES OR OBJECTS THAT ARE NOT MAN-MADE AND STATIONARY; (18) ANY FAILURES, OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURERS RECALL; (19) "ACTS OF GOD"; (20) LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (21) CRACKED OR PHYSIALLY DAMAGED SCREENS (UNLESS YOU PURCHASED DIRECTV PROTECTION PLAN PREMIER WITH ADH) (22) ANY DAMAGE TO OR LOSS OF RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS OR MEMORY STICKS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (23) BURNED-IN IMAGES; (24) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (25) THEFT; (26) THIRD PARTY OWNED AND/OR LEASED ROUTERS AND MODEMS; AND (27) HOME THEATER PROJECTORS, PROJECTION TELEVISIONS, DLP TELEVISIONS, CATHODE RAY TELEVISIONS, BLU RAY PLAYERS AND DVD PLAYERS.

**Cancellation:** You may cancel this Plan, without cost to you, within the first 30 days after purchase or any time 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 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 however; there may be a Service Fee. Please refer to the Service Fee section for more details.

**Transferability:** This Plan is not transferable.

**Insurance Securing this Plan :** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 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](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.

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

**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) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

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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**162 (02/14)**

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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