

We, Asurion or the retailer from which 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.

TERMS AND CONDITIONS

THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US, AND ASURION (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.

Obligors: The company obligated under this Plan in all states except in Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.**, P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

Definitions: Throughout this Plan the words (1) "we," "us" and "our": refer to the company obligated under this Plan, as indicated in the "Obligor" section above; (2) "administrator": refers to (a) Asurion Services, LLC in all states and District of Columbia except in Florida; (b) Asurion Service Plans of Florida, Inc. in Florida ("Asurion" refers collectively to Asurion Services, LLC and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; (3) "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, or d) power surges; (4) "product": refers to the consumer item(s) which you purchased concurrently with and is covered by this Plan; (5) "you" and "your": refers to the individual who purchased the product and this Plan, or the approved transferee; (6) "retailer": refers to the retailer from which you purchased the product and this Plan; and (7) "replacement product" refers to a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY 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 the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement.

What is Covered: This Plan covers parts and labor costs to service your product resulting from a breakdown which is not concurrently covered under any insurance policy, other warranty or any other service contract. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. If in-home service is not provided, we will pay for the cost of shipping your product back for repair or replacement. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

This Plan includes the following enhanced coverages beginning on your date of purchase:

- **Surge Protection**
- **Food Spoilage:** If you purchased a Plan for a refrigerator or freezer, you will receive up to \$150 as reimbursement for food losses resulting from a covered breakdown of your refrigerator or freezer for the term of this Plan, on a per refrigerator or freezer, per incident basis. Documented proof of loss will be required.
- **Laundry Allowance:** If you purchased a Plan for a washer or dryer, you will receive up to \$25 as reimbursement for laundry cleaning services, per qualified service repair, if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator.
- **Preventative Maintenance Parts Reimbursement:** You will receive a 25% reimbursement on select preventative maintenance parts, including water filters, air filters, refrigerator coil brushes, drying lint brushes, aluminum vents, washer hoses, washer fresheners, for the term of this Plan purchased from the retailer or online at the retailers website. There is a \$500 limit on the preventative maintenance reimbursement for the term of the Plan. You will need to contact Asurion to file a claim for this benefit. You will be required to provide Asurion with a copy of the sales receipt or order confirmation email to obtain the reimbursement.

Term of Coverage: The term of your Plan commences upon your date of purchase of your product and continues for the period indicated on your sales receipt. Except for the above enhanced coverage benefits which begins on the date you purchase your product, all other coverage begins upon the expiration of the manufacturer's warranty. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain enhanced coverage during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended

until the covered repair has been completed and your product has been delivered to you.

How it Works: If your product experiences a breakdown, contact customer 24 hours a day, 7 days a week at www.asurion.com/bjs or **1-866-593-2591** to process your claim. Repairs on goods that are essential to your health and safety will commence within 24 hours after the report of the claim. Please have your receipt handy and be prepared to tell us which product needs service and the nature of the problem. You must call Asurion prior to having your product serviced; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. All claims must be reported within thirty (30) days after expiration of this Plan. Service under this Plan may void the manufacturer's warranty of your product. Foreign language assistance is available for your convenience. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a gift card or check with a value equivalent to the purchase price you paid for the product, excluding sales tax. Repairs performed while the product is under manufacturer's warranty do not apply. This Plan shall be satisfied upon replacement of your product or issuance of your gift card or check.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product of like kind and quality that performs to the factory specifications of the original product, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price that you paid for the product (excluding any delivery charge). The total liability under this Plan is the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt; in the event that (a) the total of all repairs exceeds the purchase price you paid for the product, excluding sales tax, (b) we reimburse you for the purchase price you paid for the product, excluding sales tax or (c) we replace your product with a product, we shall have satisfied all of our obligations under this Plan.

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

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

Transfer: This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call **1-866-593-2591** or contact Asurion 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, as well as any service repair receipts, must be transferred to the new owner.

Renewal: This Plan is renewable at our discretion.

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

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

WHAT IS NOT COVERED: (1) EXCEPT AS OTHERWISE STATED IN THIS PLAN, INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; DOWNTIME AND CHARGES FOR TIME AND EFFORT OR ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (6) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (7) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (8) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (9) DAMAGE COVERED BY ANY RETAILER'S OR MANUFACTURER'S WARRANTY; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (12) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (13) REPLACEMENT COSTS FOR NON-FUNCTIONAL, AESTHETIC, LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, ETC.); (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) COSMETIC DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (16) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID COVERAGE UNDER THIS PLAN); (17) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (18) ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACT WITH AUTHORIZED REPAIR PERSONNEL); (19) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S

INSTRUCTIONS; (20) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (21) PHYSICAL OR LIGHTNING DAMAGE OTHER THAN FAILURES DUE TO POWER SURGE; (22) SERVICE OR REPLACEMENT OUTSIDE OF THE FIFTY (50) UNITED STATES OF AMERICA, AND OUTSIDE THE DISTRICT OF COLUMBIA; (23) CLEANINGS AND ALIGNMENTS; (24) THEFT OR LOSS; (25) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT; (26) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (27) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (28) LOSS OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE AS RECOMMENDED BY THE MANUFACTURER OR CAUSED BY THE FAILURE TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (29) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND (30) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.

Cancellation: You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing departmentc@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall 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. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, or if this Plan is cancelled by us or the administrator at any time, you shall 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. This Plan shall be cancelled by us or the administrator for any reason by notifying us 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 equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Insurance Securing This Plan: This 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 sixty (60) days, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Arbitration Agreement: For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) BJ's Wholesale Club 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 **1-866-593-2591**. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

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

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

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

Connecticut Residents: In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. The first sentence of the Cancellation section is deleted and replaced with the following: You can cancel this Plan at any time for any reason, including if the covered product is returned, sold, lost, stolen or destroyed, by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing departmentc@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167.

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 the amount due. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any services received 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 of this Plan 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 actions, class arbitrations or other representative proceedings. Nothing contained in the arbitration provision shall 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 the Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If your claim requires emergency service because the breakdown of the product results in the loss of plumbing, heating, cooling, or substantial loss of electrical power to your refrigerator/freezer and renders your dwelling unfit for you to live in: (i) repairs will commence within 24 hours after you report your claim; and (ii) if we determine repairs cannot be practicably completed within 3 calendar days after you report your claim, we will send you a status report within 3 calendar days after you report your claim. The following sentence

is added to Item (3) in 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 DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.

New Hampshire Residents: Contact us at 1-866-593-2591 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The following provisions in the What Is Not Covered section are amended as follows: **(6) THIRD PARTY ACTIONS, INSECT INFESTATION, FIRE, COLLISION, VANDALISM OR THEFT; and (13) REPLACEMENT COSTS FOR NON-FUNCTIONAL, AESTHETIC, LOST OR CONSUMABLE PARTS, KNOBS, REMOTES, BATTERIES, BAGS OR BELTS.** Oklahoma license number: 862590.

Oregon Residents: The arbitration agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you,** provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: Contact us at 1-866-593-2591 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this program may be directed to 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 us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 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 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. The fourth sentence in the Cancellation section 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 shall state the effective date and reason for cancellation.

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. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The arbitration agreement provision of this contract is amended as follows: **(1) TO RESOLVE THOSE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS, CLASS**

ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS; and **(2)** the phrase "and is governed by the Federal Arbitration Act." in the first sentence of paragraph **(a)** is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" 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) BJ's Wholesale Club and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please visit www.asurion.com/bjs.

Administered by:

Asurion

P.O. Box 1340, Sterling, VA 20167

1-866-593-2591

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Customer Name: _____

Customer Address: _____