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 THIS PLAN.

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

Definitions: (1) "we," "us" and "our" refer to the company obligated under this Plan, as indicated in the Obligor section above; (2) "dealer" and "retailer" refers to BJ's Wholesale Club; (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, d) power surges, and (e) for portable computing devices only, unintentional and accidental damage from handling as a result of normal use of the product ("ADH"); (4) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; (5) "you" and "your" refer to the individual who purchased the product and this Plan or the individual to whom the product and this Plan have been transferred; (6) "administrator" refers to (a) Asurion Services, LLC in all states and the 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 20167-8434, 1-866-593-2591; 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.

Entire Plan: This Plan, including the terms & conditions, limitations, exceptions and exclusions, together with your sales receipt constitutes the entire Plan. Your rights under this Plan may vary from state to state.

Instructions: You must keep this Plan and the sales receipt for the product; they are integral parts of the Plan and you may be required to produce them to obtain service or replacement.

Replacement Plan: (Applicable to products less than $150, excluding portable computing devices)

What is covered: This Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy, or any other warranty or service contract. We may replace your product 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 taxes, as indicated on your sales receipt.

Term of Coverage: The term and coverage begins immediately upon expiration of the manufacturer's labor warranty and continues for a period of two (2) or three (3) years, depending on the Plan you purchased. This Plan will terminate if your product is replaced with a replacement product or if we issue a check or gift card for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt.

How it works: If your product experiences a breakdown during the first thirty (30) days after the date of purchase, return it to the retailer for an even exchange. If your product experiences a breakdown after the first thirty (30) days after the date of purchase, file a claim online at **www.asurion.com/bjs** or call customer service at **1-866-593-2591**, 24 hours a day, 7 days a week, to process your claim in accordance with the terms and conditions of this Plan. We will pay for the cost of shipping your product to and from the authorized service center if replacement is required. All claims must be reported within thirty (30) days after expiration of this Plan.

Service Plan: (Applicable to products $150 and over, excluding portable computing devices)

What is covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any other warranty or service plan or any insurance policy. We may replace your product 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 taxes, as indicated on your sales receipt.

Term of Coverage: The term and coverage begins immediately upon the expiration of the manufacturer's labor warranty and continues for a period of two (2) or three (3) years, depending on the Plan you purchased. This Plan will terminate if your product is replaced with a replacement product or if we issue a check or gift card for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

The Service Plan includes the following enhanced coverage beginning on the date of purchase:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Repair or replacement of accessories included in the box by the manufacturer: (e.g. remote controls, additional lenses (cameras), 3-D glasses (for 3D TVs and /or 3D Blu-ray players) and game controllers).
- Surge protection, which begins on the date of purchase.

No Lemon Policy: During the term of this Plan, if your product suffers three (3) identical breakdowns, and that individual product requires a fourth (4) repair for the same failure, as determined by us, we will replace it with a replacement product, not to exceed the purchase price you paid, excluding taxes. The no lemon policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis, and customer education are not considered repairs for the purposes of the no lemon policy.

How it works: If your product experiences a breakdown, call customer service 24 hours a day, 7 days a week at **1-866-593-2591** or visit **www.asurion.com/bjs** to process your claim. 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, unless otherwise noted, we will pay for the cost of shipping your product to and from the authorized service center if depot service is required. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable. All claims must be reported within thirty (30) days after expiration of this Plan.

Service Plans for Portable Computing Devices:

What is covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown, which is not concurrently covered under any other warranty or service plan or any insurance policy. We may replace your product 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 taxes, as indicated on your sales receipt.

The Service Plan for Portable Computing Devices includes the following enhanced coverages beginning on the date of purchase:

- Power surge
- ADH

Term of Coverage: The term of this Plan begins on your date of purchase and continues for a period of two (2) or three (3) years, depending on the Plan you purchased, as indicated on your sales receipt. Except for the enhanced coverage's outlined above, which begin on your date of purchase, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's labor warranty and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, 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 the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

No Lemon Policy: During the term of this Plan, if your product suffers three (3) identical failures, and that individual product requires a fourth (4) repair for the same, identical failure, as determined by us, we will replace it with a replacement product, not to exceed the purchase price you paid, as indicated on your sales receipt, excluding taxes. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. (**NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH).

How it works: If your product experiences a breakdown, call customer service 24 hours a day, 7 days a week at **1-866-593-2591** or visit **www.asurion.com/bjs** to process your claim. 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 to and from the authorized service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable or more costly. All claims must be reported within thirty (30) days after expiration of this Plan.

The following terms apply to all Replacement and Service Plans:

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding taxes. The total liability under this Plan for any single covered product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the covered product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price, excluding sales taxes of the single covered product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have satisfied all obligations owed under this Plan and this Plan shall terminate.

Free transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call **1-866-593-2591** or write to Asurion at PO 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.

Deductible: There is no deductible required to obtain replacement of or service to your product under the Plan.

What is not covered: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PRE-EXISTING CONDITIONS; (2) DAMAGE FROM ACCIDENT (UNLESS YOU PURCHASED A PORTABLE COMPUTING DEVICE), ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (3) ACCESSORIES AND SUPPLIES, INCLUDING BUT NOT LIMITED TO: BATTERIES, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, VACUUM CLEANER BAGS AND BELTS, BULBS, SPARK PLUGS, FILTERS, TRIMMER LINES, OR EXTERIOR PIPES OR PLUMBING; (4) LOSS OR DAMAGE DUE TO ACTS OF GOD; (5) PREVENTATIVE MAINTENANCE; (6) COMMERCIALLY USED PRODUCTS; (7) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS PLAN; (8) THIS PLAN DOES NOT COVER LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (9) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (10) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (11) ANY DAMAGE TO 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, 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; (12) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (13) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (14) ANY FAILURES, PARTS AND/OR LABOR COSTS OR OTHER EXPENSES INCURRED AS A RESULT OF A MANUFACTURER'S RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (15) COSMETIC DAMAGE SUCH AS SCRATCHES, PEELINGS, OR DENTS THAT DO NOT IMPEDE THE FUNCTIONALITY OF THE PRODUCT; AND (16) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION.

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 may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. 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.

Renewal: This Plan may be renewed at our discretion by calling the toll free help-line at **1-866-593-2591.**

Insurance: 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 of the term, we will not deduct the cost of any services received from your refund. 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, 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. The first sentence of the Cancellation section is deleted and replaced with the following: You may cancel this Plan at any time for any reason, including if the covered product is returned, sold, lost, stolen or destroyed, by emailing, mailing or delivering to us your notice of cancellation to: departmentc@asurion.com or to Product Protection Plan (BJ's Wholesale Club), PO Box 1818, Sterling, VA 20167-8434.

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 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 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 this Plan is cancelled, we will not deduct the cost of any services received from your refund. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. The following sentence is added to Item (2) 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. 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 us. Texas license number: 116.

Utah Residents: **NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty 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 DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO 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 of 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 20167-8434. 1-866-593-2591
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Customer Name: ______________________________
Customer Address: ____________________________