

**We, the administrator or the retailer from whom 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.**

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (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. For more information on how to file a claim, please refer to the “To Make a Claim / How it works” provision below.**

*{If a provision, section or paragraph is omitted, the language will be re-numbered or re-formatted accordingly.}*

**Obligor:** The company obligated under this Plan in all states and the District of Columbia 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 this 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:** Throughout this Plan the words **(1) “we,” “us,”** and **“our”** refer to the company obligated under this Plan, as referenced in the Obligor section above; **(2) “administrator”** refers to (a) Asurion Services, LLC in all states and the District of Columbia except Florida, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; **(3) “retailer”** refers to the retailer from which you purchased the product and this Plan; **(4) “product”** refers to the item which you purchased and is covered by this Plan; **(5) “you”** and **“your”** refer to the individual who purchased the product and this Plan or the approved transferee; **(6) “breakdown”** refers to the mechanical or electrical failure of the product(s) caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) dust, heat or humidity, (d) power surge, or (e) for certain portable products indicated in the What is Covered section only, unintentional and accidental damage from handling as a result of normal use of the product (“ADH”); and **(7) “replacement product”** refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY 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 the sales receipt or order confirmation email for the product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations and exclusions, and the sales receipt or order confirmation email containing the length and commencement date of this Plan and product identification, constitute the entire agreement.

#### **What is Covered:**

**For All Products:** This Plan covers replacement costs or parts and labor costs to repair your product in the event the product experiences a breakdown which is not covered under any insurance policy, other warranty or service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or, at our discretion, we may 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 or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable. **NOTE: For Computers, Cameras, Laptops and Tablets:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your product.

**This Plan Includes the Following Product-Specific Enhanced Coverages Beginning on the Date of Purchase:**

#### **For All Products:**

- 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).
- Power surge protection.

**For Portable Computing Devices and Cameras:**

- This Plan covers breakdowns caused by unintentional and accidental damage from handling of the product (“ADH”), as a result of normal use of the product.

**Term of Coverage:**

**For All Products except Portable Computing Devices and Cameras** The term and coverage of this Plan commence upon the expiration of the manufacturer’s labor warranty , and the expiration of the retailer’s limited warranty for applicable products, and continues for the period indicated on your sales receipt or your order confirmation email. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event that we provide you with a replacement product, or a check or gift card for the purchase price of your product, excluding sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. 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.

**For Portable Computing Devices and Cameras:** The term of this Plan begins on your date of purchase and continues for the period indicated on your sales receipt or your order confirmation email. Except for the enhanced coverages outlined above, which begin on your date of purchase, all other Plan coverage becomes effective upon the expiration of the manufacturer’s warranty. 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, this Plan continues to provide some of the manufacturer’s benefits as well as certain additional benefits listed within this Plan’s terms and conditions. In the event that we provide you with a replacement product, or a check or gift card for the purchase price of your product, excluding sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. 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.

**The Following General Provisions Apply:**

**To Make a Claim / How it works:** If your product experiences a breakdown, you may go online to [www.asurion.com/bjs](http://www.asurion.com/bjs) twenty-four (24) hours a day, seven (7) days a week, 365 days per year, or you may call customer service twenty-four (24) hours a day, seven (7) days a week, 365 days per year at 1-866-593-2591 to speak to an agent. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. In-home, depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to and from our authorized service center if depot service is required. At our sole discretion, we may require that you return the original product to us for inspection by our authorized service center, or we may require you to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

**No Lemon Policy:** After three (3) service repairs for the same defect have been completed on an individual eligible product under this Plan, and that individual product requires a fourth (4<sup>th</sup>) repair, as determined by us, we will provide you with a replacement product, not to exceed the purchase price paid by you for the product excluding sales tax, or provide you a gift card or check for the purchase price paid by you for the product, excluding sales tax. Technological advances may result in a replacement product with a lower selling price than the original product. 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 or to replacement plans.

**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) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. The total liability under this Plan for any single product is: (a) replacement of the product with a replacement product; (b) reimbursement of the purchase price you paid for the product, excluding sales tax; or (c) the total of all authorized repairs up to the purchase price you paid for the product, excluding sales tax. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**Service Fee:** There is no service fee required to obtain service on your product.

**Free Transferability:** This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer you may call 1-866-593-2591. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

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

**WHAT IS NOT COVERED:**

- (1) Breakdown caused by accidental damage, spilled liquids (unless otherwise provided for above in the "What is Covered Section"), insect infestation, misuse, abuse, or intentional physical damage;
- (2) Service performed by unauthorized repair personnel;
- (3) Parts intended for periodic replacement (for example: trimmer line, antennas, cartridges, styluses, records, audio/video disks, tapes, computer software or disks, print elements, external power supplies, spark plugs, filters, plumbing, filters, knobs, remotes, batteries, bags, belts, bulbs and/or lamps);
- (4) Cosmetic damage, including scratches, peelings or dents that do not impede the mechanical functionality of the item (unless otherwise provided for above) and problems due to improper installation;
- (5) Breakdown resulting from Acts of God;
- (6) Products with altered or missing serial numbers;
- (7) Products that are not listed on this Plan or your sales receipt;
- (8) Consequential or incidental 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, except as otherwise stated herein;
- (9) "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- (10) Any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs;
- (11) Pre-existing conditions;
- (12) Service or replacement outside of the USA;
- (13) Products not originally covered by a store return policy or manufacturer's warranty, including, but not limited to, floor models;
- (14) Breakdown caused by third-party actions, fire, collision, vandalism or theft;
- (15) Liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the product;
- (16) Cost of preventative maintenance and damages caused by improper preventative maintenance;
- (17) Seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, from use of contaminated or improper lubricants, from use of stale, contaminated, or improper fuel, or from freezing or overheating;
- (18) Products with safety feature(s) removed, bypassed disabled or altered;
- (19) Any breakdown or loss to any data or operating system, including breakdown or loss as a result of any repairs or replacement under this Plan;
- (20) Breakdown which is not reported within thirty (30) days after expiration of this Plan;
- (21) Breakdown resulting from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;

- (22) Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing;**
- (23) Introduction of foreign objects; and**
- (24) Inherent defects that are the responsibility of the manufacturer.**

**Renewal:** This Plan may be renewed at our discretion

**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](mailto: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 any payments made by you under this 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, you shall receive a refund equal to one hundred percent (100%) of the pro-rata 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. If we or the administrator cancel this Plan, you shall receive a refund equal to one hundred percent (100%) of the pro-rata 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. In 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 the cancellation effective date shall include a ten percent (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, 151 N. Franklin, Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, 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 Inc. 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 1-866-856-3882. 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 thirty (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](http://www.adr.org) or 1-800-778-7879. We 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. We waive any right we 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 claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance.

**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 claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claim that have been made or repairs that have been made.

**Connecticut Residents:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The 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 consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made 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 waive the right to participate in class actions, class arbitrations or other similar 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, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. 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. Contact us at 1-866-593-2591 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**New Hampshire Residents:** Contact us at 1-866-593-2591 with questions, concerns, or complaints about the Plan. 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, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 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. We may non-renew, but may not cancel this Contract prior to the expiration of the term except for non-payment by you or for violation of any of the terms and conditions of this Plan.

**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: 444199294.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and the retailer 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, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings shall be conducted within the state of Oregon."

**South Carolina Residents:** Contact us at 1-866-593-2591 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

**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, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to 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 Guaranty 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. 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) the retailer 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 go to [www.asurion.com/bjs](http://www.asurion.com/bjs).**

Administered by:  
Asurion Services, LLC  
Asurion Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-1340  
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Name: \_\_\_\_\_ Address: \_\_\_\_\_