

SERVICE COVERAGE

Purchaser:
Plan Number:
Plan Purchase Date:
Plan Effective Date:
Plan Purchase Price:

For Support Call:
PO BOX 29079
Glendale, CA 91209-9079
(888) 667-7463
<http://www.directv.com/DTVAPP/learn/troubleshoot.jsp>

TERMS AND CONDITIONS

Thank you for signing up for DIRECTV Protection Plan ("Plan")! We hope you will have years of enjoyment from your DIRECTV System.

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under the Plan in all states except Florida and Oklahoma is AIG WarrantyGuard, Inc. (AIGWG), whose address is 300 South Riverside Plaza, Chicago, Illinois 60606-6113, telephone 1-800-250-3819. In Florida, the company obligated under the Plan is **New Hampshire Insurance Company**, whose address is 175 Water Street, 20th Floor, New York, New York 10038, telephone 1-800-250-3819. In Oklahoma, the company obligated under the Plan is DIRECTV, telephone (888) 667-7463.

Definitions: (1) we, us, or our: the company obligated under the Plan, as referenced in the Obligor section; (2) administrator: (a) National Electronics Warranty Corporation in all states and DC except in AL, AZ, FL and WI; (b) N.E.W. Warranty Services, Inc. in AL, AZ and WI; (c) National Electronics Warranty Corporation of Florida (a service warranty association) in FL, (National Electronics Warranty Corporation, N.E.W. Warranty Services, Inc. and National Electronics Warranty Corporation of Florida collectively referred to herein as NEW). The administrator can be contacted at: P.O. Box 1543, Ashburn, Virginia, 20146-1543; (3) DIRECTV: the seller of the Plan (Florida License No. D076780); (4) breakdown: the mechanical or electrical failure of the product caused by defects in workmanship and/or materials; (5) product: the DIRECTV System which you purchased or leased concurrently with and is covered by the Plan; (6) you and your: the individual who purchased or leased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions.

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

The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

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

This Plan includes the following enhanced coverage:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Power surge coverage not covered by any other warranty, service plan or any insurance policy.
- Dedicated technical troubleshooting professionals available 24 hours a day 7 days a week.
- Automatic renewal.

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

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

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

To Obtain Service: If your product fails, call (888) 667-7463 twenty-four (24) hours a day, seven (7) days a week to process your claim in accordance with the terms and conditions of the Plan or go to our web site (www.directv.com/DTVAPP/learn/troubleshoot.jsp). Unauthorized repairs may void this Plan. Foreign language assistance is available for your convenience; please call 1-888-667-7463. **Your DIRECTV account must**

be active to be eligible for service. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable or more costly.

What is Not Covered: (1) **Incidental or consequential damages;** (2) **Intentional acts or criminal acts by you, damage from accident, abuse, misuse, introduction of foreign objects into the product, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, third-party actions (fire, collision, vandalism, loss, theft, etc.);** (3) **Accessories, including antennas;** (4) **Preventative maintenance;** (5) **Damage which is not reported within thirty (30) days after expiration of this Plan;** (6) **Damage to commercially-used products (unless this Plan has been specifically endorsed to cover commercial use);** (7) **External signal interference;** (8) **Pre-existing conditions or problems;** (9) **Repairs associated with incomplete or unsuccessful installation;** (10) **Any satellite dish or other equipment made specifically for or permanently attached to automobiles, recreational vehicles, including without limitation watercraft, aircraft, or mobile homes;** (11) **Television/receiver combinations where the repair or replacement is needed directly on the combo unit;** (12) **Components and wiring related to the computer service for integrated Broadband products such as Direcway and DirecPC;** (13) **DIRECTV portable devices;** (14) **Satellite dishes mounted to structures or objects that are not man-made and stationary;** (15) **any failures, or parts and/or labor costs incurred as a result of a manufacturers recall;** (16) **"Acts of God".**

Cancellation: You may cancel this Plan at any anniversary date of the Plan for no charge. You may also cancel this Plan during the term of coverage by either calling 1-888-667-7463 or providing written notice with a copy of the Plan to the administrator at the following address: PO BOX 29079, Glendale, CA 91209-9079 Attn: Customer Service. You will receive a refund equal to the unearned pro rata premium, less any claims which have been paid. While this Plan may be canceled by you for any reason, an administrative fee of ten dollars (\$10.00) will be assessed if the Plan is cancelled mid-term. This Plan may not be cancelled by us except for fraud, material misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Plan; if your DIRECTV programming service is canceled, disconnected, or terminated; or if required to do so by any regulatory authority. If the Plan is cancelled by us, you shall receive a refund of 100% of the unearned pro rata premium less any claims which have been paid. Any refund owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month.

No Deductibles: There are no deductibles under this Plan.

Transferability: This Plan is not transferable.

Insurance Securing the Plan: This is not an insurance policy. If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, the Plan is secured by an insurance policy issued by Illinois National Insurance Company, 300 Riverside Plaza, 20th Floor, Chicago, IL 60606. Telephone 1-800-250-3819. If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, the Plan is secured by an insurance policy issued by New Hampshire Insurance Company, 300 Riverside Plaza, 20th Floor, Chicago, IL 60606. Telephone 1-800-250-3819. If you have filed a claim in writing under the Plan and are not reimbursed within sixty (60) days of filing such a claim, or if you are otherwise dissatisfied, please submit your claim in writing with a copy of the Plan to the applicable insurance company.

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 Plan purchase 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.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. 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 Plan purchase price, the cost of repair of the product and a copy of the Plan.

FLORIDA RESIDENTS: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at

any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

GEORGIA RESIDENTS: This Plan shall be noncancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. 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.

KANSAS RESIDENTS: This Plan is not an insurance policy.

NEVADA RESIDENTS: This Plan is not an insurance policy. If the plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

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 a home appliance. The administrative fee for cancellation of the Plan by you shall not exceed 10% of the amount of the pro rata refund.

OKLAHOMA RESIDENTS: This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either you or we cancel this Plan, the return of the Plan Purchase Price will be based upon one hundred percent (100%) of the unearned pro rata Plan purchase price, less the cost of any service received.

SOUTH CAROLINA RESIDENTS: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within sixty (60) days of proof of loss, the Plan holder may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, 1-800-768-3467.

TEXAS RESIDENTS: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service plan provider may be addressed to the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, 1-512-463-2906 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.

UTAH RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation

WASHINGTON RESIDENTS: You may apply directly to the insurance company.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.