

**DISH Network
DISH Home Protection Plan
TERMS AND CONDITIONS**

This Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

Definitions. Here are some terms used in this Plan and what those terms mean:

- **Administrator** means the party responsible for administering this Plan. Federal Warranty Service Corporation is the Administrator in all states except in Florida where the Administrator is United Service Protection Inc. and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number of each Administrator is [P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-333-DISH (3474)]. The service performed under this Plan is provided through the Administrator or a service provider approved by the Administrator.
- **Deductible** means the discounted in-home service fee of [\$10.00] to be paid by You for on-site troubleshooting and repair of Your Product on-site.
- **Plan** means these terms and conditions.
- **Product** means the DISH Network Direct Broadcast Satellite ("DBS") video or satellite two-way high-speed internet hardware covered under this Plan.
- **Provider/We/Us/Our** means the entity contractually obligated to You under the terms of this Plan. The Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc. and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is [P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-333-DISH (3474)].
- **Purchase Price** means the amount You pay each month for this Plan listed in Your DISH Network monthly billing statement.
- **You/Your** means the individual who purchased or leased the Product covered under this Plan.

Eligibility for coverage. This Plan is available to new and existing DISH Network subscribers who purchase or lease DISH Network Products. You represent that the Product is in proper operating condition at the start of the Plan coverage and that Your DISH Network account is current and in good standing.

How long is my Product covered? Your coverage begins on the effective date shown on Your DISH Network monthly billing statement and will continue on a month-to-month basis at the then-current published price until cancelled by You or terminated by Us. If You move to a new location within the coverage area, this Plan will continue to cover Your Product. This Plan is not transferrable. **THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN.**

What is covered? The Plan covers all Products purchased or leased by You that are activated on Your DISH Network account and are installed at Your location. The Product will be restored to normal condition after it has failed during normal use. This Plan covers all labor and parts costs necessary to repair Your Product for problems due to functional part failures such as the receiver, broadband compatible receiver, dish antenna, remote control, low noise block converter with integrated feed, transmit and receive integrated assembly, or modem. This Plan also covers all labor and parts costs necessary to repair power surge damage to Your receiver or DISH Network installed inside video and/or internet cabling. The Administrator, at its option, may require troubleshooting of the Product to verify any failure prior to replacement. The Administrator, at

its option, may replace Your covered Product with one of like kind and quality. Parts used to repair the Product may be new, remanufactured, or used, at the Administrator's sole discretion.

What if I need help? Please call [1-800-333-DISH (3474)]. A service representative will assist You to document Your issue and determine if there is a covered failure. To the extent that Our assessment confirms a covered failure, We will process Your claim and arrange for service.

What type of service is available? The Administrator, at its sole discretion, may either ship a replacement Product to You or dispatch an authorized service provider to Your location. Our repair channels include:

- Shipped Product Replacement – If you are provided with a replacement Product, then You will be required to return the defective Product to the address provided to You. Shipping costs are covered by the Plan. If You are provided with a replacement Product and You fail to return the defective Product, then You will be assessed a fee for the unreturned defective Product. Shipped service is available during normal working hours and work week of the authorized product service facility.
- On-site service provided by an authorized service provider – If the Administrator dispatches a service provider to Your location, then You will be responsible for payment of the Deductible. On-site service is available during normal working hours and work week of the authorized service provider. If the Administrator determines, in its sole discretion, that the problem with Your Product is not covered under this Plan, then You will be responsible for the cost of any repairs if You agreed to the repair cost provided to You prior to service.

What are my responsibilities?

- To keep this Plan in force during its term, You promise and assure: full cooperation with the customer service agents and authorized service providers during diagnosis and repair of the Product; that You will keep Your account with DISH Network current and in good standing; to provide adequate access to the Product during normal business hours; to provide a non-threatening and safe environment for servicing; to not mislead, defraud, or make any misrepresentation to the authorized service providers; to not falsify any related documents or records; to fully disclose all relevant information and fully cooperate with the Administrator, its customer service agents and authorized service providers to troubleshoot the Product; to protect against any further damage and to comply with the owner's manual.
- **Compliance with Applicable Building Codes and Ordinances:** It is Your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to services provided under this Plan, to pay any fees or other charges, and to obtain any permits or authorizations necessary for services provided under this Plan (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements.

What isn't covered? This Plan doesn't cover everything. Any failure due to the following is not covered: SERVICE, MAINTENANCE, REPAIR, OR REPLACEMENT DUE TO ANY LOSS RESULTING FROM USAGE OTHER THAN NORMAL USAGE AND BEYOND OUR NORMAL CONTROL SUCH AS: DAMAGE DUE TO MISUSE, ABUSE, INSECT OR OTHER INFESTATION, FIRE, WATER, FOREIGN SUBSTANCES, ORGANIC MATERIALS, WINDSTORM, HAIL, EARTHQUAKE, THEFT, TERRORISM/WAR, NEGLIGENCE, RIOT, OR ACTS OF GOD; INSTALLATION AND INSTALLATION WORKMANSHIP, IF THE INSTALLATION WAS NOT PERFORMED BY AN AUTHORIZED SERVICE PROVIDER OR RETAILER OF DISH NETWORK PRODUCTS; INSTALLATIONS NOT GROUNDED IN ACCORDANCE WITH DISH NETWORK STANDARDS; RE-INSTALLATION AND/OR THE RE-CONNECTION OF YOUR PRODUCT(S), IF PRODUCT REPLACEMENT IS SHIPPED TO YOU; EXTERIOR OR COSMETIC ITEMS OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO, PAINT, FINISH, BEZEL, CORDS, CABLES, AND CONNECTORS; NON-OPERATING COMPONENTS OF THE PRODUCT; INTERNAL SOFTWARE, BATTERIES, AND COMPONENTS NOT ESSENTIAL TO BASIC PRODUCT FUNCTIONALITY; ANY COMPONENT OR PRODUCT THAT HAS BEEN OPENED, TAMPERED WITH, REPAIRED, OR OTHERWISE ACCESSED BY ANYONE OTHER THAN AN AUTHORIZED SERVICE PROVIDER; REPAIR OF PRODUCT UPON NONCOMPLIANCE BY YOU OF ANY PART OF YOUR RESPONSIBILITIES SECTION IN THIS PLAN; COVERAGE, COMPONENTS, PRODUCTS, OR ITEMS

NOT SPECIFICALLY LISTED IN THIS PLAN; SERVICE OUTSIDE OF OUR SERVICE AREA WHICH IS THE CONTINENTAL U.S., HAWAII, PUERTO RICO, THE VIRGIN ISLANDS AND PORTIONS OF ALASKA; AND YOUR MONITOR, TELEVISION OR EQUIPMENT RELATED TO YOUR TELEVISION.

Can this Plan be cancelled? You may cancel this Plan at any time by calling [1-800-333-DISH (3474)].
New DISH Subscribers: If You cancel this Plan within the first [180] days after activation of Your DISH Network account, You will not be charged the Purchase Price and any applicable new subscriber credits for the Plan will end. If You cancel after [180] days of activation of Your DISH Network account, the Purchase Price paid by You is fully earned and You will not receive a refund or credit.
Existing DISH Subscribers: If You cancel this Plan within [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will be charged a cancellation fee of [\$30.00], where allowed by law. If You cancel this Plan after [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will not be charged a cancellation fee. If this Plan was inadvertently sold to You on a Product which was not intended to be covered, We will cancel this Plan and return the full Purchase Price of the Plan to You. If We cancel this Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded or credited the unearned pro rata amount of the Purchase Price for the then-current month, less any claims paid, where allowed by law.

Are there any Plan limitations?

Limitation of Liability: To the extent permitted by applicable law, Our liability, if any, and/or the liability, if any, of any service provider, for any allegedly defective Product or part shall be limited to repair or replacement of the Product or part, at Our option. IN NO EVENT WILL WE OR ANY SERVICE PROVIDER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN. THIS PLAN IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED. NO WARRANTY IS PROVIDED AND NO GUARANTEE IS MADE WHATSOEVER UNDER THIS PLAN FOR THE QUALITY OR CONTINUOUS TRANSMISSION OF ANY PROGRAMMING OR SIGNAL.

Please note that the following arbitration provision governs disputes between You and Us; any dispute(s) between You and DISH Network is governed by the arbitration provision of Your DISH Network Residential Customer Agreement.

Arbitration. Please read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT **this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

Does Your state have any other requirements? The following state specific requirements are added to and become part of Your Plan and supersede any other provisions to the contrary:

AL, AR, CO, CT, GA, IL, IN, KY, MA, ME, NC, NH, NJ, NV, NY, OR, SC, UT and WY Residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, Florida 33157, or call the toll-free number at 1-800-852-2244].

HI, MN, MT, VA, and VT Residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, Florida 33157].

GA, LA, OR, UT, WI and WY Residents: Arbitration is deleted in its entirety.

AK Residents: Coverage for the Plan is only provided in the following zip codes:

99501	Anchorage	99540	Indian	99672	Sterling	99731	FORT GREELY
99502	Anchorage	99556	Anchor Point	99674	Sutton	99737	Delta Junction
99503	Anchorage	99567	Chugiak	99676	Talkeetna	99743	Healy
99504	Anchorage	99568	Clam Gulch	99683	Trapper Creek	99744	Anderson
99505	JBER	99572	Cooper Landing	99687	Wasilla	99755	Denali National Park
99506	JBER	99577	Eagle River	99688	Willow	99760	Nenana
99507	Anchorage	99587	Girdwood	99694	HOUSTON	99775	Fairbanks
99508	Anchorage	99599	Anchorage	99701	Fairbanks	99776	TANACROSS
99509	Anchorage	99603	Homer	99702	Eielson AFB	99801	Juneau
99511	Anchorage	99605	HOPE	99703	Fort Wainwright	99802	Juneau
99513	Anchorage	99610	Kasilof	99704	Clear	99803	Juneau
99514	Anchorage	99611	Kenai	99705	North Pole	99811	Juneau
99515	Anchorage	99623	WASILLA	99706	Fairbanks	99812	Juneau
99516	Anchorage	99629	Wasilla	99707	Fairbanks	99821	AUKE BAY
99517	Anchorage	99631	Moose Pass	99708	Fairbanks	99824	Douglas
99518	Anchorage	99635	NIKISKI	99709	Fairbanks	99827	Haines
99520	Anchorage	99639	Ninilchik	99710	Fairbanks	99829	Hoonah
99521	Anchorage	99645	Palmer	99711	FAIRBANKS	99835	Sitka
99522	Anchorage	99652	BIG LAKE	99712	Fairbanks	99840	Skagway
99523	Anchorage	99654	Wasilla	99714	Salcha	99901	Ketchikan
99524	Anchorage	99663	SELDOVIA	99716	TWO RIVERS	99928	WARD COVE
99529	Anchorage	99664	Seward	99725	ESTER		
99530	Anchorage	99669	Soldotna	99729	Cantwell		

AL Residents: The following is added to **Can this Plan be cancelled:** No claim incurred or paid shall be deducted from any cancellation refund, regardless who initiates the cancellation. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

AZ Residents: The following is added to **Can this Plan be cancelled:** We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or subcontractors. We may cancel this Plan only in the event of fraud, material misrepresentation or non-payment by You. No claim incurred or paid shall be deducted from any cancellation refund, regardless who initiates the cancellation. The following is added to the **Arbitration** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Plan under the provisions of A.R.S. §§ 20-1095.04 and/or

20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 1- 800-325-2548.

CA Residents: The **Arbitration** provision is revised as follows: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bearhfti.ca.gov. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted. Under **Can this Plan be cancelled** the following is added: You may cancel this Plan if the Product is returned, sold, lost, stolen or destroyed. You may cancel this Plan within 30 days after receipt of this Plan by providing written notice to the Administrator. You will receive a full refund if no claims have been made. If You cancel after the first 30 days from receipt of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan.

CO Residents: Actions under this Plan may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Plan may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

CT Residents: The following is added to the **Arbitration** provision: RESOLUTION OF DISPUTES: If We are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with 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 item subject to the extended warranty, the cost of repair of the item, and a copy of the Plan. The following is added to **Can this Plan be cancelled**: You may cancel this Plan if You return the Product or if the Product is sold, lost, stolen, or destroyed. If the Product is in a repair facility at the time of contract expiration, the date will automatically be extended until the repair is complete.

FL Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. The following is added to the **Arbitration** provision: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where the Plan holder resides. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

GA Residents: If a dispute arises between the English and Spanish versions of this Plan, due to issues of interpretation, the English version will prevail in all cases. The **Can this Plan be cancelled** provision is amended as follows: Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. If You are a New or Existing DISH Subscriber and You cancel after [180] days of activation of Your DISH Network account, You will receive a pro-rata refund of the unearned Purchase Price. No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. The cancellation fee for Existing DISH Subscribers is deleted.

IL Residents: This Plan covers failure due to normal wear and tear. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

IN Residents: Proof of payment to the retailer that sold You this Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

ME Residents: Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

MI Residents: If performance of the Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

MN Residents: The **Arbitration** provision is amended as follows: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

MO Residents: Pre-existing conditions are covered under this Plan. The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is not paid within 60 days after proof of loss has been filed, including a claim for the refund of the unearned Purchase Price, or the Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The **Can this Plan be cancelled** provision is deleted and replaced with the following: You may cancel this Plan at any time by calling [1-800-333-DISH (3474)]. **New DISH Subscribers:** If You cancel this Plan within the first [180] days after activation of Your DISH Network account, You will not be charged the Purchase Price and any applicable new subscriber credits for the Plan will end. If You cancel after [180] days of activation of Your DISH Network account, the Purchase Price paid by You is fully earned and You will not receive a refund or credit. **Existing DISH Subscribers:** If You cancel this Plan within [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will be charged a cancellation fee of [\$30.00]. If You cancel this Plan after [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will not be charged a cancellation fee. If this Plan was inadvertently sold to You on a Product which was not intended to be covered, We will cancel this Plan and return the full Purchase Price of the Plan to You. If We cancel this Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded or credited the unearned pro rata amount of the Purchase Price for the then-current month.

NC Residents: The purchase of this Plan is not required in order to obtain financing. The following is added to the **Can this Plan be cancelled** provision: Your Plan shall be non-cancelable by Us except for nonpayment by You or for a violation of any of the terms and conditions of this Plan. Under **Can this Plan be cancelled**, the cancellation fee for **Existing DISH Subscribers** is deleted.

NH Residents: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, 1-800-852-3416. The following is added to the **Arbitration** provision: Arbitration shall be held at a location selected by Us within the state in which this Plan was purchased. Any arbitration proceeding is subject to RSA 542.

NJ Residents: Free Look: You may return this Plan within 20 days of receipt, or 10 days if delivered at time of sale. If You return this Plan within the applicable time period, and no claim was made, the full Purchase Price will be refunded to You. A 10% penalty of the Purchase Price per month will be added to a refund that is not paid or credited within 45 days of Plan cancellation. The following is added to the **Can this Plan be cancelled** provision: Notice of cancellation is not required if cancellation is due to nonpayment, material misrepresentation, or substantial breach of duties by You.

NM Residents: The **Can this Plan be cancelled** provision is amended as follows: We may not cancel this Plan once it has been in effect for at least 70 days before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except for the following conditions: failure to pay the Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Plan; fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required under the Plan. The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted.

NV Residents: Pre-existing conditions are covered under this Plan. The **Can this Plan be cancelled** provision is amended as follows: No Plan that has been in effect for at least 70 days may be canceled by the Provider before the expiration of the agreed term or 1 year after the effective date of the Plan, whichever

occurs first, except on the following grounds: (a) failure by the plan holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; (2) a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted. **Free Look:** If this Plan is returned within the first 20 days after the Plan is mailed or within 10 days after receipt of contract if provided at time of sale, this Plan is void and We will return the full Purchase Price of this Plan. If You cancel after 20 days after this Plan is mailed, or within 10 days after receipt of Plan if provided at time of sale, You will receive a pro rata refund based on the time remaining on Your Plan. If a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund.

OH Residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. If We fail to perform or make payment due under the terms of the Plan within 60 days after You request performance or payment, including, but not limited to, any obligation in the Plan to provide a refund to You upon cancellation of the Plan, You may apply directly to American Bankers Insurance Company of Florida.

OK Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The **Definitions** section, **Provider/We/Us/Our** is amended to include (Oklahoma License Number 862541). The **Can this Plan be cancelled** provision is deleted and replaced with the following: You may cancel this Plan at any time by calling [1-800-333-DISH (3474)]. **New DISH Subscribers:** If You cancel this Plan within the first [180] days after activation of Your DISH Network account, You will not be charged for the monthly service and any applicable new subscriber credits for the Plan will end. If You cancel after [180] days of activation of Your DISH Network account, the Purchase Price paid by You is fully earned and You will not receive a refund or credit. **Existing DISH Subscribers:** If You cancel this Plan within [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will be charged a cancellation fee of [\$30.00], where allowed by law. If You cancel this Plan after [180] days of purchase of this Plan, the Purchase Price paid by You is fully earned, You will not receive a refund or credit, and You will not be charged a cancellation fee. If this Plan was inadvertently sold to You on a Product which was not intended to be covered, We will cancel this Plan and return the full Purchase Price of the Plan to You. If We cancel this Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded or credited the unearned pro rata premium (i.e., the Purchase Price) for the then-current month, less any claims paid, where allowed by law. The **Arbitration** provision is deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be

binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the Special State Disclosures section of this Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. **Please note that the Provision governs disputes between You and Us; any dispute(s) between You and DISH Network is governed by the arbitration provision of Your DISH Network Residential Customer Agreement.**

SC Residents: Regulation: If Administrator does not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. **Free Look:** You may, within 20 calendar days of receipt, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claim has been made, You will be refunded the full Purchase Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan. This provision applies only to the original purchaser of this Plan.

TX Residents: If You have complaints or questions regarding this Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 1-512-463-6599 or 1-800-803-9202 (Within TX only). The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. The purchase of this Plan is not required in order to purchase or obtain financing. The **Definitions** section of this Plan is amended to include the following: The Registration Number for Federal Warranty Service Corporation is 269. The following is added to the **Can this Plan be cancelled** provision: This right to cancel applies only to the original purchaser of the Plan and is not transferable. Under **Can this Plan be cancelled**, the cancellation fee for Existing DISH Subscribers is deleted.

UT Residents: Pre-existing conditions are covered under this Plan. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The **Can this Plan be cancelled** provision is amended as follows: We may cancel for the following reasons: (a) nonpayment of Purchase Price of the Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (d) substantial breach of contractual duties, conditions, or warranties. **Emergency:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair. Failure to give any notice or file proof of loss required by this Plan within the time specified does not invalidate a claim if You show that it was not reasonably possible.

WA Residents: Pre-existing conditions are covered under this Plan. The obligations of the Provider under this Plan are backed by the full faith and credit of the Provider. The following is added to the **Arbitration** provision: Nothing in the section headed "Arbitration" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Plan. All arbitrations will be held in the county in which You maintain Your permanent residence.

WI Residents: Regulation: This Plan is not a contract of Insurance. This is a 'service contract' as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** **Insurance:** Our obligations under this Plan are insured by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. If We do not provide, or reimburse or pay for, a service that is covered under this Plan within 60 days after You provide

proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. For reimbursement payment or provision of service, please call [1-800-852-2244]. The cancellation fee for Existing DISH Subscribers is deleted. **Free Look:** You may return this Plan within 20 days of receipt, or 10 days if delivered at time of sale. If You return this Plan within the applicable time period, and no claim was made, this Plan is void and the full Purchase Price will be refunded to You. If You cancel after 20 days of receipt, or 10 days if delivered at time of sale, You will receive a pro rata refund based on the time remaining on Your Plan. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan to Us. The right to void this Plan is not transferable and applies only to the original purchaser. **Cancellation:** We may cancel this Plan in the event of non-payment of the Purchase Price, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Product or its use. If We cancel for a reason other than nonpayment of the Purchase Price, We will refund You 100% of the unearned pro rata Purchase Price, less any claims paid.