

## **DISH Network Protection Plan Terms and Conditions**

**This Plan is not an Insurance Contract.**

**Please refer to the State Variations section to confirm any applicable state requirements. The State Variations supersede any other provision herein to the contrary.**

**This Agreement: DISH Network L.L.C., formerly Echostar Satellite L.L.C.** ("DISH Network"), 9601 S. Meridian Blvd., Englewood, CO 80112, 1-800-333-DISH (3474), is the obligor ("Obligor") of this Protection Plan service contract ("Plan") in all states except as follows. In Alabama, Georgia, Hawaii, Illinois, Nevada, New Mexico, New York, North Carolina, Ohio, Oregon, South Carolina, Utah, Vermont, Virginia and Wyoming, Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, is the Obligor of the Plan. In California, the Obligor of this Plan is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689. **In Florida, the Obligor of this Plan is American Bankers Insurance Company of Florida (for Plans written prior to November 1, 2007) and United Service Protection, Inc. (for Plans written on or after November 1, 2007).** In all states, DISH Network is the administrator of this Plan. The service performed under this Plan is provided through DISH Network.

**1. Coverage:** A "Covered Product" or "Product" shall refer to DISH Network Direct Broadcast Satellite ("DBS") video hardware. The Plan covers all DISH Network DBS video hardware purchased or leased by the customer ("You" or "Your") that is activated on Your DISH Network programming account and is installed at Your residential location. Your residence must be in an area where You can legally receive DBS transmissions from a DISH Network satellite. The Covered Product will be restored to normal condition after it has failed during normal single-family household use.

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

**What is Covered:** This Plan covers all labor and parts costs necessary to repair Your Covered Product for problems due to functional part failures such as the receiver, Broadband compatible receiver, dish antenna, remote control, and Low Noise Block converter with integrated Feed ("LNBF") or power surge damage to Your receiver or DISH Network installed inside video cabling. a) DISH Network, at its option, may require trouble-shooting of the Product to verify any failure prior to replacement. b) DISH Network, at its option, may replace Your Covered Product with one of like kind and quality; like kind and quality is determined by DISH Network. c) Parts used to repair the Product may be new, remanufactured, or used at DISH Network's sole discretion.

**3. Exclusions from Coverage: Your Plan does not cover:**

**A) SERVICE, MAINTENANCE, REPAIR, OR REPLACEMENT DUE TO ANY LOSS RESULTING FROM USAGE OTHER THAN NORMAL USAGE AND BEYOND DISH NETWORK'S 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;**  
**B) INSTALLATION AND INSTALLATION WORKMANSHIP, IF THE INSTALLATION WAS NOT PERFORMED BY DISH NETWORK, A DISH NETWORK AUTHORIZED TECHNICIAN, OR A DISH NETWORK AUTHORIZED RETAILER;**  
**C) INSTALLATIONS NOT GROUNDED IN ACCORDANCE WITH DISH NETWORK STANDARDS;**  
**D) RE-INSTALLATION AND/OR THE RE-CONNECTION OF YOUR PRODUCT(S), IF PRODUCT REPLACEMENT IS SHIPPED TO YOU;**  
**E) COMMERCIAL OR INSTITUTIONAL USE WHICH IS DEFINED AS ANY USE OTHER THAN SINGLE-FAMILY HOUSEHOLD USE;**  
**F) EXTERIOR OR COSMETIC ITEMS OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, PAINT, FINISH, BEZEL, CORDS, CABLES, AND CONNECTORS;**  
**G) 'ON-OPERATING COMPONENTS OF THE PRODUCT;**  
**H) INTERNAL SOFTWARE, BATTERIES, AND COMPONENTS NOT ESSENTIAL TO BASIC PRODUCT FUNCTIONALITY;**  
**I) ANY COMPONENT OR PRODUCT THAT HAS BEEN OPENED, TAMPERED WITH, REPAIRED, OR OTHERWISE ACCESSED BY ANYONE OTHER THAN AN AUTHORIZED DISH NETWORK SERVICE REPRESENTATIVE OR CENTER;**  
**J) REPAIR OF PRODUCT(S) UPON NON-COMPLIANCE OF ANY PART OF SECTION 5 BY YOU;**  
**K) COVERAGE, COMPONENTS, PRODUCTS, OR ITEMS NOT SPECIFICALLY LISTED HEREIN;**  
**L) SERVICE OUTSIDE OF DISH NETWORK'S SERVICE AREA IN THE CONTINENTAL U.S., INCLUDING PUERTO RICO, THE VIRGIN ISLANDS AND PORTIONS OF ALASKA;**  
**M) YOUR TELEVISION OR EQUIPMENT RELATED TO YOUR TELEVISION; OR DISH BRANDED TELEVISIONS/MONITORS;**  
**N) INSTALLATION PARTS AND COMPONENTS NOT CURRENTLY STOCKED BY DISH NETWORK, AT DISH NETWORK'S SOLE DISCRETION;**  
**O) NON DISH-BRANDED INSTALLATION COMPONENTS, AT DISH NETWORK'S SOLE DISCRETION.**

**4. Customer's Promises and Assurances:** to order to keep this Plan in force, You promise and assure:

- a) full cooperation with DISH Network customer service agents and authorized service providers during diagnosis and repair of the Covered Product;
- b) that the Covered Product is not used for business or commercial purposes;
- c) that You will keep Your account with DISH Network in good standing;
- d) to provide adequate access to the Covered Product during normal business hours;
- e) to provide a non-threatening and safe environment for servicing;
- f) to not mislead, defraud, or make any misrepresentation to DISH Network technicians and authorized service providers;
- g) to not falsify any related documents or records;

h) to fully disclose all relevant information and fully cooperate with DISH Network, its agents or service providers to troubleshoot the Product.

**5. Method of Service and Exchange:**

DISH Network at its sole discretion, may either ship a replacement Product to You or dispatch an authorized DISH Network service technician to Your home for on-site troubleshooting and repair of Your Product for a discounted in-home service fee (deductible) of \$15.00.

a) Shipped Product Replacement: If Product replacement is requested by a DISH Network Customer Service Representative. You will be required to return the defective Product to the address provided to You by DISH Network. Shipping will be provided by DISH Network. If DISH Network has provided You with a replacement Product and You fail to return the defective Product to DISH Network, You will be assessed a fee for the Product.

b) On-site service provided by an authorized DISH Network service technician: If DISH Network dispatches a service technician to Your home, and DISH Network determines, in its sole discretion, the problem is not covered under this Plan, You will be responsible for the cost of those repairs.

**6. 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").

**7. Location and Availability of Service or Repair:** Service will be provided at a designated DISH Network service facility during normal working hours and work week of the product service facility.

**8. Coverage Period:** Your coverage begins on the effective date as shown on Your monthly billing statement, and will continue on a month-to-month basis until cancelled by You or terminated by DISH Network. **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. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER 'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN.**

**9. Cancellation:** You may cancel this Plan at any time by calling DISH Network at 1-800-333-DISH (3474). New Customer: If You cancel this Plan within the first 120 days after your activation as a New Customer, You shall no longer be charged the monthly service and any applicable New Customer credits for the Plan shall be ended. Existing Customer: If You cancel this Plan within 120 days of the receipt of this Plan, You will be charged a cancellation fee of \$25.00. If this Plan was inadvertently sold to You (New or Existing Customer) on a Product that was not intended to be covered by this Plan, DISH Network will cancel this Plan and return the full purchase price as applicable of the Plan to You.

**10. Renewal:** DISH Network will continue to bill You for the Protection Plan on a month-to-month basis at the then-current price until You notify DISH Network of Your desire to cancel.

**11. If You Need Assistance:** Call: 1-800-333-DISH (3474).

12. **Moving Your Covered Product to a New Location in the U.S.:** You will need to call DISH Network and provide the new residential location of Your primary receiver. Please call 1-800-333-DISH (3474) to initiate this change of residential location.

13. **Modification:** Terms of this Plan may not be modified, except in writing by DISH Network and You.

14. **Plan Limitations:**

a) **Non-Repairable Products:** If DISH Network, in its sole discretion, determines that a Covered Product is not repairable, including when parts are no longer available, DISH Network may replace the Product with a Product of at least like kind, quality, and functionality. Unless otherwise precluded by law, DISH Network shall then be excused from further performance under the Plan as to the affected Product. The affected Product remains the property of DISH Network.

b) **Non-Original Equipment Manufacturer and Remanufactured Parts:** Genuine factory parts will be used whenever possible; however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this Plan.

c) **Limitation of Liability:** To the extent permitted by applicable law, the liability of DISH Network, if any, for any allegedly defective Covered Product or part shall be limited to repair or replacement of the Product or part, at DISH Network's option.

d) **IN NO EVENT WILL DISH NETWORK BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.**

e) **THIS PLAN IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S), 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 FOR THE QUALITY OR CONTINUOUS TRANSMISSION OF ANY PROGRAMMING. THE FAILURE OF TRANSMISSION OF PROGRAMMING SHALL NOT ENTITLE YOU TO STOP MAKING PAYMENTS TO YOUR DISH NETWORK ACCOUNT.**

f) **This Plan is nontransferable.**

15. **Arbitration Provision:**

1. **The following arbitration provision applies ONLY in the states of Alabama, California, Florida, Hawaii, Illinois, Nevada, New Mexico, New York, North Carolina, Oregon, South Carolina and Vermont. READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

2. As used in this Provision, "You" and "Your" mean the person or persons named in this Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the "Obligor" identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees or any of the foregoing entities. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan, and the purchase thereof; and (2) the validity.

Scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which You purchased this Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan. You 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.

**3. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.** 16. **State Variations:** YOU MAY HAVE OTHER RIGHTS AND REMEDIES UNDER YOUR STATE'S APPLICABLE LAWS THAT MAY DIFFER FROM ANY REMEDY THAT MAY BE AVAILABLE UNDER THIS PLAN.

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

99505 FORT RICHARDSON	99520 ANCHORAGE	99635 NIKISKI
99573 COPPER CENTER	99521 ANCHORAGE	99639 NINILCHIK
99506 ELMENDORF AFB	99522 ANCHORAGE	99645 PALMER
99577 EAGLE RIVER	99523 ANCHORAGE	99652 BIG LAKE
99507 ANCHORAGE	99524 ANCHORAGE	99654 WASILLA
99508 ANCHORAGE	99529 ANCHORAGE	99663 SELDOVIA
99509 ANCHORAGE	99530 ANCHORAGE	99664 SEWARD
99510 ANCHORAGE	99540 INDIAN	99669 SOLDOTNA
99511 ANCHORAGE	99586 GAKONA	99672 STERLING
99512 ANCHORAGE	99587 GIRDWOOD	99674 SUTTON
99513 ANCHORAGE	99588 GLENNALLEN	99676 TALKEETNA
99514 ANCHORAGE	99599 ANCHORAGE	99683 TRAPPER CREEK
99515 ANCHORAGE	99603 HOMER	99686 VALDEZ
99516 ANCHORAGE	99605 HOPE	99687 WASILLA
99517 ANCHORAGE	99610 KASILOF	99688 WILLOW
99518 ANCHORAGE	99611 KENAI	99689 YAKUTAT
99519 ANCHORAGE	99629 WASILLA	99694 HOUSTON
	99631 MOOSE PASS	99695 ANCHORAGE

99760 NENANA	99803 JUNEAU	99829 HOONAH
99775 FAIRBANKS	99811 JUNEAU	99832 PELICAN
99776 TANACROSS	99821 AUKEBAY	99835 SITKA
99780 TOK	99824 DOUGLAS	99840 SKAGWAY
99790 FAIRBANKS	99825 ELFIN COVE	99901 KETCHIKAN
99801 JUNEAU	99826 GUSTAVUS	99921 CRAIG
99802 JUNEAU	99827 HAINES	99928 WARD COVE

3. **AL Residents: Free Look Provision**-You may within twenty (20) calendar days of receipt of the Plan reject and return the Plan. Upon return of the Plan within the applicable time period if no claim has been made under the Plan You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. **Cancellation** - Prior notice is not required if the reason for cancellation is nonpayment of Plan price or a material misrepresentation by You relating to the Covered Product or its use or a substantial breach of Your duties relating to the Covered Product or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

4. **AZ Residents: Cancellation** -DISH Network will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation by DISH Network. DISH Network may cancel this Plan only in the event of fraud, material misrepresentation or non-payment by You. If You cancel this Plan, You will receive a pro rata refund based on the time remaining on Your Plan. No claims incurred or paid shall be deducted from the amount of the refund.

5. **CA Residents: Arbitration** -The following is added to the Arbitration provision of Your Plan: The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Regulation -The seller of this Plan is DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112.

6. **CO Residents: Actions under this Plan** may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles I 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.

7. **CT Residents: Dispute Resolution** -A written description of a complaint may be mailed to the State of Connecticut, Insurance Department, P.O. Box 81, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the repair cost invoices, and a copy of this Protection Plan. **Term Extension** -Your Plan will be automatically extended by the duration that the Product is withheld from You while being repaired. You may cancel this Plan if You return the Product or if the Product is sold, lost, stolen, or destroyed.

8. **FL Residents: Arbitration**-The arbitration provision does not apply to the civil remedy provided by Florida Statute 634.433. Furthermore, while arbitration is mandatory, the

outcome of any arbitration shall be nonbinding 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. **Cancellation** -In the event You cancel this Plan. You shall receive a full refund less any claims paid or the cost of any repairs made. In the event DISH Network cancels this Plan, You shall receive a refund equal to one hundred percent (100%) of the unearned prorata purchase price.

9. **GA Residents: Cancellation** -If You purchase Your Plan in Georgia, You are entitled to cancel this Plan at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Plan purchase price above the customary short rate for the expired term of the Plan, and no claim paid or incurred shall be deducted from any refund owed. The Plan shall be non-cancelable by DISH Network except for fraud, material misrepresentation, or failure to pay for the Plan. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

10. **H.I Residents: Free Look Provision**-You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan. You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. Obligations - Obligations provided under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL33157-6596.

11. **IL Residents: Cancellation** -This Plan does not cover failure due to normal wear and tear. If You cancel this Plan within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the Plan price. If You cancel this Plan at any other time or if You cancel after service has been provided to You. You shall receive a refund equal to the pro rata Plan purchase price less the value of any service received. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

12. **MD Residents: Cancellation** -The right to return (cancel) the Plan applies only to the original purchaser of the Plan. We will pay a penalty of 10% of the Plan purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Plan to DISH Network. If DISH Network is unable to fulfill the terms of the Plan within 10 days after the date on which DISH Network is required to perform obligations under the Plan. DISH Network shall provide You a brief written explanation of the reasons for the delay.

13. **NC Residents: Cancellation** -If You cancel Your Plan, You will receive a pro rata refund less any claims paid plus an administrative fee not to exceed ten percent (10%) of the total refund. **Regulation** -The purchase of a Plan is not required in order to obtain financing for the Product. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

14. **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, (800) 852-3416.

15. **NM Residents: Cancellation** -DISH Network may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: (a) failure to pay the Plan purchase price; (b) the conviction of You of a crime that results in an increase in the service required under the Plan; (c) fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or (d) 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. If DISH Network cancels, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

16. **NV Residents: Free Look Provision**-You may within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of The Plan. **Cancellation** -You may cancel this Plan after thirty (30) days from the date of purchase of this Plan and receive a refund equal to the pro rata Plan purchase price. No claim paid or the value of any service provided shall be deducted from any refund owed. DISH Network may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: (a) failure to pay the Plan price; (b) the conviction of You of a crime which results in an increase in the service required under the Plan; (c) fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or (d) the discovery of an act or omission; or a material change in the nature or extent of the service required under the Plan which occurs after the purchase of the Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. If DISH Network cancels, You will receive a refund equal to the unearned pro rata Plan purchase price. In the event DISH Network cancels the Plan, DISH Network will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation. **Exclusions from Coverage** -This Plan does not provide coverage for pre-existing conditions for any covered component or Product that is subject to neglect, abuse or damage prior to issuance of this Plan. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

17. **NY Residents: Free Look Provision**-You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full



purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the Plan. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

**18. OH Residents:** The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If DISH fails to perform or make payment due under the terms of the Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Plan in which DISH must refund You upon cancellation of the Contract.

**OR Residents:** The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157.

**19. SC Residents: Free Look Provision** -You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. **Consumer's Promises and Assurances** -The following is added: You have a duty to protect against any further damage and are required to comply with the owner's manual. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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. **Regulation**-If DISH Network does not timely resolve such matters within sixty (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.

**20. TX Residents: Obligations** -The obligations of Dish Network under this Plan are backed by the full faith and credit of DISH Network. **Cancellation** -In the event DISH Network cancels the Plan, DISH Network will mail a written notice to You, at Your last known address at least five (5) days prior to cancellation, which shall state the Plan date of cancellation and the reason for cancellation. However, prior notice of cancellation is not required if the reason for cancellation is nonpayment of the Plan price, a material misrepresentation by You relating to the Covered Product or its use. **Notice**-If You have complaints or questions regarding this Protection Plan, You may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-2906 or 800-803-9202.

**21. UT Residents: Regulation** -Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association. **Cancellation** -This Plan may be cancelled by DISH Network upon thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless DISH Network should reasonably have foreseen the change or contemplated the risk when entering into the

agreement. DISH Network may cancel this agreement by providing You with ten (10) days written notice of cancellation for non-payment by You. **Exclusions from Coverage** -This Plan does not provide coverage for pre-existing conditions for any covered component or Product that is subject to neglect, abuse or damage prior to issuance of this Plan. **Emergency** - If in an emergency situation, DISH Network cannot be reached, You can proceed with repairs. DISH will reimburse You or the repairing facility in accordance with the Plan provisions. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the 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.

22. **VT Residents: Regulations -Free Look Provision**-You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with DISH Network, the claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, Florida 33157A, or call the toll-free number at 1-800-852-2244.

23. **WA Residents: Obligations** -The obligations of DISH Network under this plan are backed by the full faith and credit of DISH Network. **Cancellation** -In the event DISH Network cancels the Plan, DISH Network will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

24. **WI Residents: Regulation** -THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Unauthorized repairs performed by third parties may not be covered. **Cancellation** -If You cancel this Plan at any time, DISH Network will refund the full Plan price. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

25. **WY Residents: Free Look Provision**-You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, You will be refunded the full purchase price of the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan. **Obligations** - The obligations of the provider under this Plan are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157.

17. **PRIVACY NOTICE.** To view the General Privacy Policy of American Bankers Insurance Company of Florida, Federal Warranty Service Corporation, United Service Protection, Inc. and Sureway, Inc., Assurant Solutions companies, please visit <http://www.assurantsolutions.com/privPoIGeneral.html>