



[Month XX, 20XX]

[Name]  
[Address]  
[City], [State] [Zip Code]

<u>Service Address:</u>	
[Address] [City], [State] [Zip Code]	
<u>Account Number:</u>	[Account Number]
<u>Contract Period Start Date:</u>	[Start Date]
<u>Monthly Fee:</u>	[\$X.XX] per month
[Seller]	

**We, the administrator, or Vivint from whom you purchased the Covered Equipment and this Plan, may make available additional equipment and services at a discount from time to time, for your consideration.**

**Vivint Protection Plan**

**THIS PROTECTION PLAN (“CONTRACT”) IS A LEGAL CONTRACT BETWEEN YOU AND NRG PROTECTS INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE CONTRACT CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please call customer service at 1-855-237-1393.**

**Plan Provider\*: NRG Protects Inc.**

\*As used in this Plan, “We,” “Us,” and “Our” means the provider obligated under this Plan as follows: NRG Protects Inc., whose address is 910 Louisiana Street, Suite B200, Houston TX 77002, telephone 1-855-241-9094. “You” and “Your” means the person who purchased this Plan. If purchased by phone, internet or other electronic means this Plan is purchased in the state identified in Your service address in the records of Vivint at the time of purchase.

*Terms & Conditions*

**Vivint Protection Plan**

These Plan terms, conditions, limitations and exclusions, together with Your order confirmation from Vivint (the "Plan") govern the Program, so You should keep this Plan for future reference.

**Agreement.** You agree to all the provisions of this Plan when You enroll in the Program. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, order confirmation email, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your

electronic mailing address to Us or Vivint You are authorizing Us to communicate with You electronically. The Program is available only to customers of Vivint. Your participation in the Program is optional and You may cancel the Plan at any time. Please refer to the provision in this Plan regarding cancellation.

#### **Definitions.**

1> **“Vivint”** means Vivint, Inc. and any successors, the seller of this Plan.

2> **“NRG Protects”** means NRG Protects Inc. You can write to NRG Protects at 910 LOUISIANA STREET, SUITE B200 HOUSTON TX 77002 or call 1-855-241-9094.

3> **“Administrator”** means NRG Protects Inc.

4> **“Covered Equipment”** means the smart home security devices on Your account with Vivint and are customarily located at Your enrolled service address.

5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear; unintentional and accidental damage from handling as a result of normal use (“ADH”) for portable equipment only.

6> **“Replacement Equipment”** means the **NEW, REFURBISHED OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT** which We provide to You in the event of a covered Operational Failure of the Covered Equipment.

7> **“Date Purchased”** means the date You enrolled in coverage under this Program.

8> **“Program”** means the Vivint Protection Plan described in this service Plan.

#### **What is Covered.**

If the Covered Equipment fails due to an Operational Failure, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If we determine that we cannot service your Covered Equipment as specified in this Plan, we may, at our discretion: (i) replace it with a Replacement Equipment; or (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment; (iii) at our discretion, issue You a gift card or check, for the replacement cost of the Covered Equipment, as determined by us, based on its value immediately prior to the breakdown, not to exceed the original purchase price You paid for the Covered Equipment, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the Covered Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED.** **Replacement Equipment will be new or refurbished, in Our sole discretion.** The device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. **NOTE: For Electronics with an Operating System:** 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 Covered Equipment.

#### **COVERAGE BENEFITS BEGINNING ON THE DATE PURCHASED:**

1. Repair or replacement of accessories included in the box by the manufacturer.
2. Power surge protection.
3. ADH
4. Reimbursement of shipping costs will be provided if You ship the Covered Equipment to the Seller during the Seller’s limited warranty period.

**AFTER THE FIRST 120 DAYS FROM THE START OF YOUR SELLER’S LIMITED WARRANTY PERIOD ALL OTHER BENEFITS THAT DID NOT START ON THE DATE PURCHASED WILL BE COVERED.**

**Plan Period.** The term and monthly billing for this Plan begins on the date of purchase and continue on a month-to-month basis unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. Except for the coverage benefits outlined above, which begin on the date Purchased, all other Plan coverage becomes effective immediately following the first 120 days from the start of the Seller's Limited Warranty period. Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled pursuant to the provisions in this Plan. In the event Your Covered Equipment 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.

**Charges.** During the term of this Plan, You will be charged for the cost of this Plan on Your billing statement from Vivint on the credit or debit card provided at the time of purchase. The monthly cost of this Plan is indicated on Your sales receipt or order confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with Vivint to process payments, failure to do so may cause Your Plan to be cancelled.

#### **What is not Covered.**

#### **WHAT IS NOT COVERED**

**The Plan does not cover:**

**1> Incidental or consequential damages; 2> Operational Failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> changes or enhancements in color, texture, finish, expansion, contraction or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; 5> Service performed by unauthorized repair personnel; 6> Covered Equipment with altered or missing serial numbers; 7> "No Problem Found" diagnosis or failure to follow the manufacturer's instructions; 8> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan; 8> Introduction of foreign objects; and 9> Inherent defects that are the responsibility of the manufacturer.**

**Further, Covered Equipment does not include, and the Plan does not cover:**

**1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Any accessories, except accessories indicated above; 4> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer. 5> Covered Equipment that is missing any part or parts.**

**To Obtain Service.** If Your Covered Equipment experiences an Operational Failure, You may call customer service twenty-four (24) hours a day, seven (7) days a week at 1-855-237-1393 to speak to an agent. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at Repair Centers, or by mail, or by sending a remote technician to Your location. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. At our sole discretion, we may require that You return or send pictures of the original Covered Equipment 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 under this Plan. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. To find a Repair Center, call

Customer Care at 1-855-237-1393. Repair centers may not be available in Your area and may not be utilized by the Plan.

In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We may provide the Replacement Equipment by mail within the time communicated to you. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., and provide pictures of the Covered Equipment as a condition to receiving service or replacement or reimbursement under this Plan.

**Claim Service Fee.** There is no claim service fee for repairs or replacements provided under this Plan.

**TRANSFERABILITY:** This Plan is not transferrable by You and may not be assigned by You.

**Cancellation.** This Plan is provided on a month-to-month and may be cancelled by You at any time for any reason by notifying Vivint. You can cancel this Plan at any time for any reason at any time by emailing documents@vivint.com or calling 1-855-237-1393 or by writing the administrator at: Vivint, Inc. 4931 North 300 West Provo, UT 84604. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax, 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 will 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 You or by Us for any reason at any time. You may be eligible to re-enroll in coverage under this Plan after 12 months. Upon our approval, coverage may then be effective immediately. In the event We cancel this Plan, We will provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and grounds for cancellation. If We cancel this Plan, We will refund You 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. We may immediately cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a ten percent (10%) penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your services with Vivint for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Plan.

**Insurance.** This Plan is not an insurance policy. THIS PLAN IS PROVIDED BY US. OUR OBLIGATIONS UNDER THIS PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF NRG PROTECTS INC. 910 LOUISIANA STREET, SUITE B200 HOUSTON TX 77002. THIS PLAN IS NOT INSURED BY A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY, UNLESS EXPRESSLY INDICATED IN THE "STATE SPECIFIC PROVISIONS" SECTION BELOW.

**Limitation of Liability.** In the event of any error, omission or failure by NRG Protects or Vivint with respect to the Plan or the services provided by NRG Protects or Vivint hereunder, NRG Protects and Vivint 's RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF NRG PROTECTS OR VIVINT PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL NRG PROTECTS OR VIVINT BE LIABLE FOR

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF NRG PROTECTS OR VIVINT HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR NRG PROTECTS OR VIVINT PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY NRG PROTECTS AND VIVINT, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.

**Waiver.** No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition.

**Arbitration Agreement. Please read this section carefully. It affects Your rights.** For the purposes of this arbitration or small claims court agreement (referred to as the “A.A”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of NRG Protects and Administrator of this Plan (as defined above), and (2) the seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this 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 ARBITRATION OR 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 OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute You have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent You from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on Your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, 910 Louisiana Street, Houston TX 77002.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of Your mailing address unless You and we agree to a different location.

**3. FEES:**

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
  - b. We will reimburse You for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if You send us a written request.
- 4. ARBITRATION DECISION:**
- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
  - b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
    - We will pay You the greater of the damages or \$7,500.
    - We will also pay Your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
  - c. We waive any right we have to recover attorney's fees and expenses from You if we win the arbitration.
  - d. If you seek declaratory or injunctive relief, it can only be awarded as 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 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. is null and void.

**State specific provisions:**

***In Arizona:*** Once your equipment has been deemed eligible for coverage, claims will not be denied on the basis of pre-existing conditions. 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 third sentence of the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan." The Arbitration Agreement of this Plan does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item (3) of the WHAT IS NOT COVERED section is deleted and replaced with the following: "3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; while owned by you." Item 4> of the second paragraph of the WHAT IS NOT COVERED section is deleted and replaced with the following: "4> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by you;"

***In California:*** We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or Vivint.

**The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You can cancel this Plan at any time for any reason by surrendering it to the dealer from which You purchased this Plan during their store return policy, or at any time by emailing [documents@vivint.com](mailto:documents@vivint.com) or calling 1-855-237-1393, or by writing the administrator at: Vivint, Inc. 4931 North 300 West Provo, UT 84604. This Plan is offered on a month-to-month basis, Vivint may offer other service contract programs and benefits which may be provided to You by**

**Vivint. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.**

In California, the form number for use under this Plan is as follows: NRG 601 v.\_V-1.1 04/24  
Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

***In Colorado:*** Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to provide a covered service within 60 days after proof of loss has been filed by You, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

***In Connecticut:*** Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to perform according to these Term & Conditions, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 - telephone number (888) 888-2245. 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 Covered Equipment, the cost of repair of the Covered Equipment and a copy of this Plan. In-home service is provided. You have the right to cancel the Plan if You return the Covered Equipment or the Covered Equipment is sold, lost, stolen or destroyed.

***In Florida:*** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

***In Georgia:*** Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to perform according to these Term & Conditions, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 - telephone number (888) 888-2245. We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated thirty (30) days to the effective date of cancellation. If this Plan is cancelled prior to the expiration of the term, We will not deduct the cost of any covered claims that have been paid or repairs that have been made from Your refund. The 3rd sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan." As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration Agreement provision will affect Your right to file a direct claim under the terms of this Plan against Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 pursuant to O.C.G.A. 33-7-6. Subsection 1> of the **What is Not Covered** provision in this Plan is replaced with the following: "**Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You.**"

***In Iowa:*** If You have problems or questions about this Plan, You may contact The Commissioner of Insurance. The insurance commissioner is Doug Ommen and the address of the Insurance Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 654-6600.

***In Maine:*** The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon fifteen (15) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan." Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

***In Minnesota:*** The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon five (5) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan."

***In Nevada:*** Once your equipment has been deemed eligible for coverage, claims will not be denied on the basis of pre-existing conditions. 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 not cancel before the expiration of the Plan term, unless: **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. The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon fifteen (15) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan. "If We fail to pay the cancellation refund as stated in the Cancellation provision the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The second sentence of the **Agreement** section is deleted and replaced with the following: We may change the monthly charge for the plan, or we may change these terms and conditions at the end of your coverage term at time of plan renewal, with at least 15 days written notice to you. Any changes to these Terms and Conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective. "The following language is added to item 4>of the **WHAT IS NOT COVERED** provision: "**If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan.**" Contact us at 1-800-216-5232 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.

***In New Hampshire:*** Contact Us at 1-855-237-1393 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 the Plan is subject to RSA 542.



***In New Mexico:*** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Plan term, 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 increases 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. The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon fifteen (15) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan."

***In North Carolina:*** You understand that the purchase of this Plan is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew, but may not cancel this Plan 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.

***In Oklahoma:*** Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to perform according to these Term & Conditions, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 - telephone number (888) 888-2245. Coverage provided under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma home service contract statutes do not apply to the commercial use references in this Plan. We are licensed as a home service contract provider in Oklahoma under License No. 506742724.

***In Oregon:*** Our obligations under this Plan are insured under a service contract reimbursement insurance policy. If We fail to pay or provide service on a claim including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to submit a claim directly to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 - telephone number (888) 888-2245. The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "We" and "Us" include only NRG Protects and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-855-237-1393. 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 will be conducted within the state of Oregon under Oregon law." There is no deductible for repairs or replacements provided under this Plan.

***In South Carolina:*** Contact Us at 1-855-237-1393 with, questions, concerns, or complaints about the 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.

***In Texas:*** 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. Texas License Number: 673.

***In Utah:*** 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 deleted and 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 will state the effective date and reason for cancellation." The following language is added to the "To Obtain Service" section: Failure to notify within the prescribed time will not invalidate the claim if you can show that the notification was not reasonably possible.

***In Virginia:*** Contact us at 1-855-237-1393 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

***In Washington:*** The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon twenty-one (21) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan."

***In Wisconsin:*** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The 3rd sentence in the **CANCELLATION** provision is deleted and replaced with the following: "In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax." The ninth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon five (5) days notice, We may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan. "If you cancel this Contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The fourth and fifth sentence of the first paragraph of 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 ARBITRATIONS AND CLASS ACTIONS;** and **2>** the phrase "Is governed by the Federal Arbitration Act." in the first sentence of subparagraph (b) of the Arbitration Agreement provision of this Contract is deleted in its entirety.

***In Wyoming:*** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Vivint, or a substantial breach of duties by You relating to the service or its use. The Arbitration Agreement provision in 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 will be conducted within the state of Wyoming. For the purpose of this Arbitration Agreement provision, references to "We" and "Us" include the Plan NRG Protects and Administrator, as defined above, and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns.

Administered by:

