

HEALTH SERVICES PROTECTION PLAN LLC

I. Manufacturer Loss and Damage Protection

Each hearing aid sold by Miracle-Ear, Inc. is covered by a Loss and Damage (L&D) protection warranty that provides for replacement of any lost or damaged hearing instrument with the same model instrument or its equivalent during the warranty term. The notarized replacement claim form must accompany the order. During the warranty term, any instrument lost or damaged beyond repair will be replaced only once at 25% of the original purchase price. The hearing aid cannot be returned after it has been replaced under the L&D claim. The replacement instrument assumes the remaining warranty of the original aid. Any hearing instrument previously claimed as lost is the property of MEMSI.

II. Health Services Protection Plan Coverage Description

1. **Protection+ Supplemental Loss & Damage (During Warranty Term)**
 - i. The plan covers the 25% deductible from the L&D protection warranty if covered hearing aids are lost or damaged
2. **Secure Plan Supplemental Repair Warranty (3 – 5 Years After Purchase Date)**
 - i. There is no L&D coverage on this plan
 - ii. This plan covers repairs, parts and services
3. **Secure+ Plan Supplemental Repair Warranty (5+ Years After Purchase Date)**
 - i. This plan provides free repairs

III. Purchased Coverage

(Enter Customer Name) ("You/Your") has purchased (Enter Product Name) ("Coverage") for L Hearing Aid (L Hearing Aid Serial #) and R Hearing Aid (R Hearing Aid Serial #) ("Covered Hearing Aid(s)") for a Coverage Term of (Period of time in years or months, e.g., 36 months, 3 years).

The Coverage requires on-time payment of the annual or monthly amount due. Accordingly, Health Services Protection Plan ("HSPP") will provide Coverage, as described above, for Your Covered Hearing Aid(s) during the Coverage Term.

If a Covered Hearing Aid is replaced, the Coverage for that Hearing Instrument will automatically terminate. No Coverage is provided on the replacement. All payments made under that portion of the Coverage are considered earned on the replacement and no refund of the unearned premium is due.

IV. Your Responsibilities

In case of a Loss to which this insurance may apply, You must see that the following duties are performed:

1. Report the loss promptly to the HSPP, but no later than ninety (90) days from the date of loss.

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2. File with HSPP a detailed proof of loss (on the claim form provided to You at the authorized Miracle-Ear facility) within thirty (30) days from the date You report the loss, including the following:
 - i. A signed, notarized and completed claim form.
 - ii. If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
 - iii. Any other documentation that may be reasonably requested by the HSPP to validate a claim.
3. Protect the Hearing Instrument(s) from further loss and take all reasonable steps possible to minimize the loss.
4. Notify the police and make a report, when warranted, such as in cases of theft, attempted theft, vandalism, or malicious mischief.
5. Repairs or replacements must be made through an authorized Miracle-Ear facility.

V. Cancellation & Non-Renewal

6. Coverage can be:
 - i. Cancelled by You at any time by sending written notification to the Administrator. If You cancel Your coverage, We will refund any unearned payments.
 - ii. Cancelled by HSPP or its designated representative for the following reasons:
 1. Nonpayment of premium;
 2. Misrepresentation and Fraud (see below);

VI. General Provisions

1. Claims: Benefits under the Coverage for any Loss will be paid, to the authorized Miracle-Ear facility, upon receipt of due proof of loss and all required information necessary to support the claim.
2. Dispute Resolution – Arbitration: The Coverage requires binding arbitration if there is an unresolved dispute between you and HSPP concerning the Coverage (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the Coverage by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

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To start arbitration, either You or HSPP must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and HSPP will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and HSPP. Unless otherwise agreed to by You and HSPP, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under the Coverage. The laws of the state of Idaho (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the Coverage and all transactions contemplated by the Coverage, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Coverage.

3. Legal Actions: No action at law or in equity shall be brought to recover under the Policy prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.
4. Misrepresentation and Fraud: Coverage for You may be cancelled if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.
5. Other Coverage: Coverage is secondary to any other applicable warranty, insurance, or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Coverage clause will take precedence over a similar clause found in other warranty, insurance or indemnity language.
6. Subrogation: If payment, to the authorized facility, is made under the Policy, We are entitled to recover such amounts from other parties or persons. You must transfer to HSPP Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

X_____

(Enter Customer Name)