

WATCH PROTECTION PLAN

TERMS AND CONDITIONS

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

These Terms and Conditions, together with Your proof of purchase shall collectively constitute the entire contract relating to Your coverage. Your proof of purchase describes the covered Product(s) and the term of this Service Plan.

1) DEFINITIONS: The following terms shall have the following meaning:

Administrator indicates the entity responsible for the administration of this Service Plan. Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671 is the Administrator of this Service Plan except in Florida and Oklahoma. The Administrator in Florida is UNITED SERVICE PROTECTION, INC., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671. The Administrator in Oklahoma is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671.

Covered Service indicates the services required to return the Product to the level of functionality as it was designed by the manufacturer under normal service and usage of the Product.

Lessee indicates the purchaser of the Product and Service Plan if acquired under a lease-to-own arrangement (“LTO Arrangement”).

Lessor indicates the owner of the Product and payee of cash benefits under the Service Plan until You fulfill Your obligations under the LTO Arrangement necessary to acquire ownership in the Product and the Service Plan.

Normal Wear and Tear indicates the failure of a covered Product to maintain the functionality as it was designed by the manufacturer.

Plan Price indicates the amount paid for this Service Plan.

Product(s) indicates the item(s) that You purchased specifically covered under this Service Plan as indicated on Your proof of purchase.

Retail Price indicates the consideration paid by You for Your Product(s) as shown on Your proof of purchase.

Retailer indicates the store and seller where You purchased the Product(s) and this Service Plan and is as shown on Your proof of purchase.

Service Plan indicates this Service Plan, which You have purchased for the Product described on Your proof of purchase.

Service Plan Holder/You/Your indicates the purchaser, **Lessee**, or original gift recipient of this Service Plan, as described on the proof of purchase.

Service Plan Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671 in all states except Florida and Oklahoma. The Service Plan Provider in Florida is UNITED SERVICE PROTECTION, INC., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671. The Service Plan Provider in Oklahoma is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671. This Service Plan is between You and Us.

2) INSTRUCTIONS: You may be required to present this Service Plan and Your proof of purchase for any Product repair.

3) LENGTH OF COVERAGE: The coverage period for this Service Plan begins on the purchase date as shown on Your proof of purchase and expires three (3) years from that date. In the event Your Product(s) is being serviced by an authorized service center when the Service Plan expires, the term of the Service Plan will be extended until the covered repair has been completed.

4) **WHAT IS COVERED:** As a result of normal wear and tear, service performed hereunder shall consist of labor and parts necessary to restore Your Product to the level of function for which it was designed by the manufacturer and includes coverage for damage to straps and bracelets, clasps, bezels, crystal, crowns, stems, and movements. Coverage also includes a one-time, an annual cosmetic refurbishment to the case, bracelet, or clasp to improve overall appearance of the watch or to polish and re-plate the case or bracelet and a one-time, an annual strap replacement. Our aggregate limit of liability is the lesser of the Retail Price You paid for the Product, or replacement with an item of similar features and value, or subject to the LTO ARRANGEMENT section, providing You with, at Our option, a gift card or payment of a cash settlement, not to exceed the original Retail Price of the covered Product. Coverage includes: damage to bands, clasps, bezels, crystal, crowns, stems, and movements that prevent the Product from performing at the level of function for which it was designed by the manufacturer.

IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.

5) **TO OBTAIN SERVICE:** You may take Your Product to the Retailer from which it was purchased or contact the Administrator 24 hours a day, 7 days a week at 1-888-352-7671 for instructions on obtaining repair or replacement of Your covered Product. Outside of the United States, the Administrator may be contacted by calling collect to 1-580-354-4324 or emailing jewelrycustomercare@assurant.com. Have this Service Plan and Your proof of purchase handy and be prepared to tell Us which covered Product requires service and the nature of the problem. You have the duty to protect against any further damage, and to follow any requirements outlined in the owner's manual instructions.

6) **LTO ARRANGEMENTS:** If You leased this Service Plan and the Product under a LTO Arrangement, You are entitled to all non-cash benefits under this Service Plan until You acquire ownership of this Service Plan and the Product. Until You acquire ownership of this Service Plan and the Product, any rights to a cash settlement or cancellation refund under this Service Plan will belong to the Lessor. Upon acquiring ownership of this Service Plan and Product, You are entitled to all benefits under the Service Plan.

7) **DEDUCTIBLE:** There is no deductible required to obtain service under this Service Plan.

8) **NON-REPAIRABLE PRODUCTS:** If We, in Our sole discretion, determine that a Product is not repairable, or where the cost for repair may exceed the Retail Price You paid for the Product, We will replace the Product with an item of comparable type, quality and functionality as the original covered Product. The replacement item shall not exceed the Retail Price of the original covered Product. If We elect to replace Your covered Product and a replacement item is not available, subject to the LTO ARRANGEMENT section, We will provide You, at Our option, a gift card or a payment of a cash settlement. The amount of the gift card or cash settlement shall not exceed the current retail cost of a replacement item of type, quality and functionality, and such retail cost shall not exceed the Retail Price You paid for the original covered Product plus sales tax paid.

9) **LIMIT OF LIABILITY:** In the event the Product is replaced or a gift card or a cash settlement is provided, subject to the LTO ARRANGEMENT section, all of Our obligations under this Service Plan will be completely fulfilled, no coverage will be provided for any replacement item, and We shall have no further obligations for the Product or any replacement item for the remainder of the term of this Service Plan, if any.

10) **PARTS:** Materials furnished as replacements for parts will be drawn from our repair service contractor's inventory of new or used parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of its term of coverage.

11) **WHAT IS NOT COVERED:** This Service Plan does not cover service repair or replacement necessitated by any loss or damage resulting from:

- **cosmetic damage, including dents, scratches, kinks, or any other cause that does not impact the normal operating condition or functionality of the Product, as determined by the Administrator;**
- **any cause other than normal service and usage, such as, but not limited to loss or damage due to misuse, abuse or neglect, unauthorized repairs or accidental damage;**
- **lack of manufacturer's recommended maintenance/instructions, by this Service Plan;**
- **parts failure due to a manufacturer's recall, regardless of the manufacturer's ability to pay for such repair;**
- **any and all pre-existing conditions that occur prior to the effective date of this Service Plan;**
- **inherent design defect in the Product;**
- **introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure stones;**

- damage to diamonds;
- loss of diamonds, gemstones or other parts of the Product;
- parts normally designed to be replaced periodically by You or consumed during the life of the Product (i.e., batteries);
- rust, corrosion, fire, collision, vandalism, windstorm, hail, earthquake, theft or burglary, negligence, transport, riot, acts of God, or any other peril;
- water damage if used under conditions which exceed the manufacturer's specifications;
- war, whether declared or undeclared, terrorism, insurrection, revolution, rebellion, destruction or seizure for military purpose, discharge of chemical, biological or nuclear weapons, radioactive contamination;
- damage or loss resulting from failure to obtain repairs necessary to maintain the integrity of the Product;
- Products that are lost and/or mysteriously disappear;
- any loss other than a Covered Service;
- damage that is not reported to the Administrator prior to the expiration of this Service Plan;
- loss of use while the Product is at a repair facility or otherwise awaiting parts;
- pieces/Product(s) with serial numbers which have been altered or removed;
- any type of accessory or unauthorized modifications or pieces with alterations from the original Product/Product SKU;
- **IN NO EVENT SHALL THIS SERVICE PLAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN PLAN, TORT, OR NEGLIGENCE;**
- damage caused by defective batteries or replacement of defective batteries.
- **This Service Plan does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.**

12) PRODUCTS NOT ELIGIBLE FOR COVERAGE: This Service Plan does not provide any service for Products used for commercial purposes, refurbished Products, or Products sold "as is".

13) TRANSFER: This Service Plan may be transferred by contacting the Administrator or Retailer. The Terms and Conditions of this Service Plan cannot be modified in any way except by the expressed written agreement between You and Us.

14) RENEWALS: This Service Plan is not renewable.

15) CANCELLATION: Subject to the LTO ARRANGEMENTS section, You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it, mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671, or emailing your cancellation request to: jewelrycustomercare@assurant.com. You will receive a refund in the amount of one hundred percent (100%) of the Plan Price, less the cost of any repairs made, except as otherwise required by law (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671. You will receive a pro rata refund of the Plan Price, less the cost of claims paid (if any), and less an administrative fee, not to exceed ten percent (10%) of the Plan Price, or twenty-five dollars (\$25.00), whichever is less, except as otherwise required by law. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. You will be refunded the unearned pro rata Plan Price, less any claims paid, except as otherwise required by law. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Plan Price of the Service Plan to You.

16) ARBITRATION:

Read the following arbitration provision carefully. It limits certain of Your 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 the 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 not any state law on Arbitration. 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 Specific Requirements section of this Service 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.

THE FOLLOWING STATE SPECIFIC REQUIREMENTS ARE ADDED TO AND BECOME PART OF YOUR SERVICE PLAN AND SUPERSEDE ANY OTHER PROVISION TO THE CONTRARY:

AL, AR, CO, CT, DC, GA, IL, IN, KY, MA, ME, MN, NC, NH, NJ, NV, NY, OR, SC, UT and WY only: The obligations of the Service Plan Provider under this Service 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 sixty (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, FL 33157, or call the toll-free number at 1-800-852-2244.

AZ, HI, MT, VA and VT only: The obligations of the Service Plan Provider under this Service Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

AL, AR, CO, HI, MA, ME, MN, MO, NJ, SC and WY only: FREE LOOK: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. 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 the return of the Service Plan. This provision applies only to the original purchaser.

GA, LA, NV, OR, UT, WI, WY only: The **ARBITRATION** provision is deleted in its entirety. It is not applicable to You.

Alabama only: Under **CANCELLATION**, any reference to less the cost of any claims paid is deleted in its entirety. No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation.

Arizona only: The **WHAT IS NOT COVERED** provision is amended as follows: **any and all pre-existing conditions that occur prior to the effective date of this Service Plan, except if such conditions were known or should reasonably have been known by Us or Our subcontractors.** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Service Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors or program ineligibility. All reference to an administrative fee is deleted and replaced with an administrative fee, not to exceed ten percent (10%) of the gross amount paid for this Service Plan or twenty-five dollars (\$25.00), whichever is less. 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 A.R.S. § 20-1095.09, Unfair trade practices as outlined by the Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll-free phone number 1-800-325-2548.

California only: The days within the **CANCELLATION** provision is amended from thirty (30) days from date of purchase to sixty (60) days from the date of receipt of Your Service Plan. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. **The following is added to the ARBITRATION provision:** 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.

Colorado only: The **CANCELLATION** provision is amended as follows: Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price, a material misrepresentation, or a substantial breach by You relating to the covered Product or its use.

Connecticut only: If We are unable to resolve any disputes with You regarding this Service Plan, 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 covered Product subject to the Service Plan, the cost of repair of the covered Product, and a copy of the Service Plan. The following is added to the **TO OBTAIN SERVICE** provision: If the covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed.

District of Columbia only: FREE LOOK: You may, within thirty (30) days of receipt, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, the Service Plan will be void and You will be refunded or Your account credited, the full Service Plan Purchase Price. A ten percent (10%) penalty of the Service Plan Purchase Price per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Plan. This provision applies only to the original purchaser of this Service Plan.

Florida only: The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. Under **CANCELLATION**, any reference to administrative fees is deleted. 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 insured resides.

Georgia only: Should any discrepancies arise between the English and Spanish service contract forms in the interpretation of a given issue, the English version will take precedence in all matters. This Service Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan at any time. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. No claim paid or incurred nor any cancellation or administrative fees shall be deducted from any refund owed. The **CANCELLATION** provision is amended as follows: We may cancel this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You. If cancellation occurs for fraud, material misrepresentation or non-payment by You, the cancellation notice will be mailed to You thirty (30) days prior to the cancellation date.

Indiana only: Proof of payment to the Retailer that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

Maine only: The **CANCELLATION** provision is amended as follows: Prior notice of cancellation is necessary if canceled due to nonpayment of the Plan Price or material misrepresentation.

Maryland only: FREE LOOK: You may, within twenty (20) calendar days of mailing of the Service Plan or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. 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 the return of the Service Plan. This provision applies only to the original purchaser.

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

Minnesota only: The **CANCELLATION** provision is amended to state that when cancellation occurs for nonpayment or material misrepresentation, the cancellation notice will be mailed to You five (5) days before cancellation takes effect and will state the reason for cancellation and effective date. The following is added to the **ARBITRATION** provision: 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.

Missouri only: The obligations of the Service Plan Provider under this Service 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 that any Covered Service is not paid within sixty (60) days after proof of loss has been filed, including a claim for a refund of the unearned Plan Price, or We cease to do business or go bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The **CANCELLATION** provision is deleted and replaced with the following: Subject to the

LTO ARRANGEMENTS section, You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it, mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671, or emailing your cancellation request to: jewelrycustomercare@assurant.com. You will receive a refund in the amount of one hundred percent (100%) of the Plan Price. You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671. You will receive a pro rata refund of the Plan Price, less an administrative fee, not to exceed ten percent (10%) of the Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. You will be refunded the unearned pro rata Plan Price. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Plan Price of the Service Plan to You.

Nevada only: The following is added to the **TO OBTAIN SERVICE** provision: If You are not satisfied with the manner in which We are handling the claim on Your Service Plan, You may contact the Commissioner by calling the toll-free number, (888) 872-3234. The **CANCELLATION** provision is amended as follows: All reference to an administrative fee is deleted and replaced with cancellation fee. No Service Plan that has been in effect for at least seventy (70) days may be canceled by the Service Plan Provider or Administrator before the expiration of the agreed term or one (1) year after the effective date of the Service Plan, whichever occurs first except on any of the following grounds: failure by You to pay the Purchase Price; conviction of You for a crime that results in an increase in the service required under the Service Plan; discovery of fraud or material misrepresentation by You in obtaining the Service Plan or in presenting a claim for service; discovery of an act or omission, or violation by You of any condition of the Service Plan which substantially and materially increases the service required under the Service Plan; a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Service Plan was issued or sold. No claims or repairs incurred may be deducted from any refund. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. The following statement is deleted in its entirety: Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. **FREE LOOK:** If this Service Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (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.

New Hampshire only: In the event You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416. The **CANCELLATION** provision is amended as follows: All references to "less the cost of claims paid" and "less any claims paid" are deleted from this section. Therefore, no paid or pending payment claims will be deducted from any pro rata refund. The following is added to the **ARBITRATION** provision: Arbitration shall be held at a location selected by Us within the state in which this Service Plan was purchased. Any arbitration proceeding is subject to RSA 542.

New Jersey only: The following is added to the **CANCELLATION** provision: Prior notice of cancellation is not necessary if canceled due to nonpayment, material misrepresentation, omission or substantial breach of Your contractual obligations related to the Product or its use.

New Mexico only: This Service Plan is insured by American Bankers Insurance Company of Florida. If the Service Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The purchase of this Service Plan is not required in order to purchase any Product(s). **FREE LOOK:** If this Service Plan is returned within the first thirty (30) days from the date of purchase and a refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The **CANCELLATION** provision is amended as follows: Prior notice of cancellation is necessary if cancelled due to nonpayment of the Plan Price or material misrepresentation.

New York only: FREE LOOK: You may, within thirty (30) days, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser.

North Carolina only: The purchase of a Service Plan is not required in order to purchase or obtain financing for the covered Product. The following is added to the **CANCELLATION** provision: Your Service Plan shall be non-cancelable by Us except for non-payment of the premium or a direct violation of the Service Plan by You.

Ohio only: The obligations under this Service 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 1-800-852-2244. If We fail to perform or make payment due under the terms of the Service 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 Service Plan in which We must refund You upon Cancellation of the Service Plan.

Oklahoma only: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations of the Service Plan Provider under this Service Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service 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, **Service Plan Provider/We/Us/Our** is amended to include (Oklahoma License Number 862541). The **CANCELLATION** provision is deleted and replaced with the following: Subject to the LTO ARRANGEMENTS section, You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it, mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671, or emailing your cancellation request to: jewelrycustomercare@assurant.com. In the event the Service Plan is canceled by You within the first thirty (30) days, and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it, mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-352-7671, or emailing your cancellation request to: jewelrycustomercare@assurant.com. If You cancel the Service Plan after the first thirty (30) days, or have made a claim within the first thirty (30) days, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25.00), whichever is less and (b) the actual cost of any service provided under the Service Plan. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. In the event the Service Plan is canceled by Us, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. If We must cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. If this Service Plan was inadvertently sold to You on a Product(s) which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Plan Price of the Service Plan to You. 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 Service 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 the 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 not any state law on arbitration. 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 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.

South Carolina only: If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. All references to cash settlement are deleted.

Texas only: If You have complaints or questions regarding this Service 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 Registration number for Federal Warranty Service Corporation is 269. The obligations under this Service 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 provided to You by Us before the sixty-first (61st) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. In the event any Covered Service is provided to You by Us before the sixty-first (61st) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain financing. The following is added to the Cancellation provision: Prior notice is not required if the reason for Cancellation is nonpayment of the purchase price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of ten percent (10%) per month on any Cancellation refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This right to cancel applies only to the original purchaser of the Service Plan and is not transferable.

Utah only: Coverage afforded under the Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following is added to the **CANCELLATION** provision: No cancellation of this Service Plan shall become effective, unless We provide You with notice of such cancellation at least thirty (30) days prior to the effective date of cancellation and shall state the reason for cancellation. We may cancel for the following reasons: (a) nonpayment of Service Plan Price of the Service 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 Service Plan; or (d) substantial breach of contractual duties, conditions, or warranties. If cancellation occurs for nonpayment the cancellation notice will be mailed to You ten (10) days prior to the effective date of cancellation.

Virginia only: The following is added to Your Service Plan: If any promise made in the Service Plan has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington only: FREE LOOK: You may, within thirty (30) days, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. **OBLIGATIONS:** The obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan 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 Service Plan. All Arbitrations will be held in the county in which You maintain Your permanent residence. Only the following within the **DEFINITIONS** section are deleted and replaced: **Administrator is changed to Provider. Service Plan** is changed to **Service Contract. You/Your** is changed to **Service Contract Holder. We/Us/Our** is changed to **Service Contract Provider** .

Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The obligations of the Service Plan Provider under this Service Plan are insured under a Service Plan 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 a Service Plan within sixty (60) days after a Service Plan Holder provides proof of loss or if We become insolvent or otherwise financially impaired, the Service Plan Holder 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 for instructions. This is a 'service contract' as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. **FREE LOOK:** You may return this Service Plan within twenty (20) days of receipt, or ten (10) days if delivered at time of sale. If You return the Service Plan within the applicable time period, and no claim was made, the Service Plan is void and the full Plan Price will be refunded to You. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan to Us. The right to void this Service Plan is not transferable and applies only to the original purchaser. The **CANCELLATION** provision is amended as follows: We reserve the right to cancel this Service Plan at any time in the event of nonpayment, material misrepresentation or substantial breach of duties by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation.