TELEVISIONS



# **COVERAGE YOU CAN COUNT ON**

- **★** No Deductibles
- ★ Covers Drops, Spills, Cracked Screens on portable electronics
- ★ Worldwide Service

### Plan also includes:





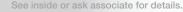


Defects in materials & workmanship



Mechanical failures

# We're all about protection.





# **Replacement Plans**

products under \$200\*

products over \$200\*

# PROTECT YOUR PRODUCT WITH COVERAGE YOU CAN COUNT ON:

- ★ No Deductibles
- ★ Worldwide Service
- ★ 24-hour, Toll-Free Assistance
- Parts and Labor Coverage
- ★ In-Home Service Available
  We come to you. (mirrors the manufacturer's warranty)
- ★ Transferable Coverage is transferable if the product is sold or given as a gift. (within 90 days for Lifetime Jewelry)

# WHY REPAIR IT, WHEN YOU CAN REPLACE IT?

- ★ No Deductibles
- ★ Worldwide Service
- ★ 24-hour, Toll-Free Assistance
- ★ Transferable Coverage is transferable if the product is sold or given as a gift. (within 90 days for Lifetime Jewelry)

# The Exchange Protection Plan covers these products and more:



& tear

Surge protection

Laptops



Washers

Cameras



Bicycles



Gaming Systems



Tablets

Refrigerator



MP3 Players

Mowers



Jewelry/ Watches





\*Limitations and exclusions apply. See terms and conditions for details.

Breakdowns caused by normal wear

\*Limitations and exclusions apply. See terms and conditions for details.

\*\*Manufacturer's warranty coverage may vary from example.

Provided by Asurion Services, LLC.

### LOOK FOR THESE ICONS



# TECHNOLOGY BUY BACK

When you purchase the Exchange Protection Plan on select items, Technology Buy Back is included. See inside back cover for details.



# DROPS, SPILLS & CRACKED SCREENS COVERAGE

Unintentional and accidental damage from handling such as drops, spills and cracked screens for covered portable electronics.

# computers/tablets



TELEVISIONS



# Eligible products include:

Products		<u>C</u>
Tablets	<b>/</b>	<b>/</b>
Laptops	<b>✓</b>	<b>/</b>
eReaders	<b>/</b>	-
Desktops	_	<b>/</b>
Monitors	_	_
Printers	_	-

# **Tablets, Laptops, Desktop Computers**

Service Plan	2-Year	3-Year
\$200 - \$399.99	\$79.99	\$129.99
\$400 and Up	\$99.99	\$179.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	_
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	-

# Computer Peripherals, Monitors, Printers

Service Plan	2-Year	4-Year
\$200 - \$499.99	\$39.99	\$59.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	-
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	-

Limitations and exclusions apply. See terms and conditions for details. Term begins on your date of purchase and is inclusive of the manufacturer warranty.



Televisions

Remote Controls (original with purchase)

TV's over 42" are provided in home service

TV Service Plans get all the great coverage and features noted under service plans on page 1 plus:

### **★** Valuable protection includes:

Remote control coverage Power surge coverage

Removal and reinstallation

Up to \$45 for TV removal or reinstallation during the claims process.

#### **Televisions**

Service Plan	2-Year	3-Year
\$200 - \$299.99	\$24.99	\$29.99
\$300 - \$499.99	\$34.99	\$44.99
\$500 - \$699.99	\$44.99	\$59.99
\$700 - \$999.99	\$69.99	\$89.99
\$1,000 - \$1,499.99	\$89.99	\$119.99
\$1,500 - \$1,999.99	\$109.99	\$149.99
\$2,000 - \$2,999.99	\$149.99	\$199.99
\$3,000 - \$9,999.99	\$229.99	\$299.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	_
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	_



# Eligible products include:

Room Air Conditioners Dishwashers Ranges Refrigerators Irons Vacuums

And more - see associate

Dehumidifiers Freezers & Refrigerators Microwaves Washers & Dryers Toasters

You get all the great coverage and features noted under service and replacement plans on pages 1 and 2, plus:\*

# ★ One Plan - Any Two Major Appliances

Add the prices of the two major appliances together, then select the plan based on that total dollar amount.

# **★** Food Spoilage

Up to \$300 toward food loss as a direct result from a covered refrigerator or freezer breakdown.

# **★** Laundry Credit

Product out of service for 7+ days during the claims process receives up to a \$25 laundry reimbursement.

# **Appliances**

Service Plan	2-Year	4-Year
\$200 - \$499.99	\$49.99	\$69.99
\$500 - \$999.99	\$59.99	\$89.99
\$1,000 - \$3,499.99	\$79.99	\$119.99
\$3,500 - \$6,499.99	\$119.99	\$199.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	_
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	_

\*Limitations and exclusions apply. See terms and conditions for details. Term begins on your date of purchase and is inclusive of the manufacturer warranty.

# Eligible products include:

		C,
Products		
Cameras & Camcorders	✓	$\checkmark$
Portable Audio	<b>✓</b>	_
MP3 Players	<b>/</b>	<b>√</b>
Portable Blu-ray		
& DVD Players	<b>Y</b>	_
Portable Telephones	<b>√</b>	_
Portable GPS Units	<b>/</b>	_
Stereos & Home Theater	_	_
Blu-ray & DVD Players	_	_
And more – see associate	_	_

#### **Electronics**

Service Plan	2-Year	4-Year
\$200 - \$499.99	\$39.99	\$59.99
\$500 - \$999.99	\$49.99	\$89.99
\$1,000 - \$3,499.99	\$59.99	\$99.99
\$3,500 - \$7,499.99	\$79.99	\$129.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	_
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	_

# **GAMING SYSTEM BUNDLE**

with Disc Protection

Protect your gaming system and up to 9 games purchased during the term of the contract.



Includes coverage for accidental damage from handling such as drops, spills and cracked screens.





# **GAMING ACCESSORIES**Replacement Plan Benefits

For products under \$200

# **GAMING SOFTWARE & DVD**

**Replacement Plan Benefits** 

For products under \$100

Check out all the great coverage and features noted under service and replacement plans on pages 1 and 2.

Limitations and exclusions apply. See terms and conditions for details. Term begins on your date of purchase and is inclusive of the manufacturer warranty.

# Eligible products include:

Products		<u>C</u>
Handheld Gaming Devices	$\checkmark$	✓
Video Game Systems	<b>√</b>	<b>✓</b>
Wired & Wireless Controllers	<b>√</b>	_
Gaming Software	<b>√</b>	-
Computer Software	<b>√</b>	-
Blu-ray & DVDs	<b>√</b>	_
Headsets	_	_

### **Gaming System Bundle With Disc Protection**

Handheld Gaming Devices Video Game Systems

Service Plan	2-Year
\$0 - \$99.99	\$14.99
\$100 - \$199.99	\$24.99
\$200 - \$499.99	\$49.99
\$500 - \$999.99	\$64.99

#### **Gaming Accessories**

Wired & Wireless Controllers Headsets

Remotes

Replacement Plan	2-Year
\$0 - \$49.99	\$4.99
\$50 - \$99.99	\$9.99
\$100 - \$199.99	\$19.99

#### **Gaming Software & DVDs**

Gaming Software Computer Software Blu-ray & DVDs

Replacement Plan	1-Year
\$0 - \$29.99	\$1.89
\$30 - \$99.99	\$3.89

# L&G/MISC



# Eligible products include:

#### **Sporting Goods**

Bicycles Ellipticals
Treadmills Golf Clubs

Optics (scopes, range finders, binoculars)

And more - see associate

(Firearms, ammunition and clips are not eligible for plan coverage.)

#### Lawn & Garden

Gas Grills Mowers & Tractors
Handheld Power Tools (2) Gas Powered Equipment

And more – see associate

#### Miscellaneous

Luggage Backpacks Strollers Toys

And more - see associate

#### Golf Plan (Covers failure to the club head and shaft)

Service Plan	1-Year	2-Year
\$0 - \$149.99	\$6.99	\$8.99
\$150 - \$999.99	\$9.99	\$17.99

#### Sporting Goods, Lawn & Garden, Misc.

	,	
Service Plan	2-Year	4-Year
\$200 - \$499.99	\$39.99	\$59.99
\$500 - \$999.99	\$49.99	\$89.99
\$1,000 - \$3,499.99	\$59.99	\$99.99
\$3,500 - \$7,499.99	\$79.99	\$129.99
Replacement Plan	2-Year	
\$0 - \$49.99	\$4.99	_
\$50 - \$99.99	\$9.99	_
\$100 - \$199.99	\$19.99	_

Limitations and exclusions apply. See terms and conditions for details. Term begins on your date of purchase and is inclusive of the manufacturer warranty.

# Replacement Plan\*

Available on watches under \$500

One year replacement plan coverage

One-time reimbursement for failed covered watches — no repair necessary

### **Service Plan\***

Available on watches \$500 and over

See all the great coverage and features noted under service and replacement plans on pages 1 and 2, plus:

# **★** Valuable protection includes:

Movement failure
Crystal scratches or breaks
Broken clasps
Broken watchbands
Case or bezel damage
Water damage to water-resistant watches

#### Watch (Coverage begins on date of purchase\*)

( 0 0 1	,
Service Plan	2-Year
\$500 - \$999.99	\$49.99
\$1,000 - \$2,999.99	\$149.99
\$3,000 - \$4,999.99	\$199.99
\$5,000 - \$19,999.99	\$799.99
Replacement Plan	1-Year
\$0 - \$49.99	\$3.99
\$50 - \$99.99	\$7.99
\$100 - \$499.99	\$12.99

<sup>\*</sup>Limitations and exclusions apply. See terms and conditions for details.



# Protection Includes:\* Quality jewelry repairs

#### **Worldwide Protection**

Service is available CONUS and OCONUS.

#### **Transferable**

Coverage is transferable at no charge to a new owner if sold or given as a gift.

Keep your jewelry looking like new with all our great coverage and features such as:

★ Coverage from failures, including those due to normal wear & tear, such as:\*

Broken, worn or bent prongs

Missing side stones

Stretched or broken pearl strands

Kinked or knotted chains and bracelets

Broken chains, bracelet links or clasps

Cracked or thinning ring shanks

Broken earring posts or backs

Chipped, cracked or scratched gemstones Includes primary stone, unless damaged from abuse

Gouges or discoloration

Distorted or dented iewelry

Jewelry (Coverage begins on date of purchase*)		
Service Plan	2-Year	
\$0 - \$49.99	\$5.99	
\$50 - \$99.99	\$7.99	
\$100 - \$199.99	\$16.99	
\$200 - \$499.99	\$29.99	
\$500 - \$999.99	\$34.99	
\$1,000 - \$4,999.99	\$64.99	
\$5,000 - \$19,999.99	\$359.99	

<sup>\*</sup>Limitations and exclusions apply. See terms and conditions for details.

# LIFETIME JEWELRY GIVES ALL THE GREAT PROTECTION OF THE 2-YEAR PLAN, PLUS...

Loss of diamonds or gemstones due to defects in settings

Initial ring sizing and one subsequent re-sizing

#### **Transferable**

Coverage is transferable at no charge to a new owner if sold or given as a gift within 90 days of product purchase.

Lifetime (Coverage begins on	Lifetime (Coverage begins on date of purchase*)		
Service Plan	Lifetime		
\$0 - \$49.99	\$25.99		
\$50 - \$99.99	\$39.99		
\$100 - \$199.99	\$49.99		
\$200 - \$349.99	\$69.99		
\$350 - \$499.99	\$79.99		
\$500 - \$749.99	\$89.99		
\$750 - \$999.99	\$119.99		
\$1,000 - \$1,249.99	\$179.99		
\$1,250 - \$2,999.99	\$279.99		
\$3,000 - \$4,999.99	\$349.99		
\$5,000 - \$7,999.99	\$399.99		
\$8,000 - \$9,999.99	\$449.99		

<sup>\*</sup>Limitations and exclusions apply. See terms and conditions for details.

\$10,000 - \$19,999.99



# sunglasses

sport goggles

# customer service



# Eligible products include:

Sunglasses Sport Goggles Ski Goggles Swim Goggles

Please ask an associate if your eyewear choice qualifies for this plan.

# **Replacement Plan:\***

Available on products under \$600

You get all the great coverage and features noted under replacement plans on page 2, plus:

# ★ Coverage includes:\*

Scratches on lenses Cracked frames or lenses

If for some reason your covered eyewear becomes defective during the coverage period, you will be reimbursed for the price of your purchase.\*

# Sunglasses & Goggles

\$3.99	\$6.99
\$8.99	\$13.99
\$14.99	\$28.99
\$24.99	\$39.99
\$69.99	\$99.99
\$104.99	\$129.99
\$144.99	\$189.99
	\$8.99 \$14.99 \$24.99 \$69.99 \$104.99

<sup>\*</sup>Limitations and exclusions apply. See terms and conditions for details.

An Exchange Protection Plan gives you great value and product support right at your fingertips.

**No deductibles**, hassles, or shipping costs.

**No additional costs** for product repairs or replacement.

**Enjoy the benefits** of the plan. No registration is required, but remember to keep your receipt or store it online at our solution hub in case you have to file a claim.

**Easy claims process**, visit the solution hub at www.asurion.com/military.

If we can't repair your product, you'll get a reimbursement or replacement.

Can't get online? Call us 24 hours a day, 7 days a week at:

CONUS: 888-221-3287

OCONUS: 406-268-4041 (call collect)



scan to visit www.asurion.com/military

THE ENCLOSED TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE ARBITRATION SECTION.

### **Terms & Conditions**

#### For all products except jewelry, watches and optical

This is a legal contract (referred to hereinafter as the "Plan") and it contains a binding Arbitration Agreement below that governs all disputes related to the Plan. Please read the Plan carefully and completely. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

**Obligors:** The company obligated under this Plan in all states except in Florida and Washington is **Asurion Consumer Solutions**, **Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Consumer Solutions of Florida**, **Inc.**, P.O. Box 1340, Sterling, Virginia 20167, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan**, **Inc.**, 175 W. Jackson, 11th Floor, Chicago, IL 60604.

**Definitions:** (1) "we", "us" and "our": refers to the company obligated under this Plan, as indicated in the "Obligor" section above; (2) "administrator" refers to: (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc. in AL; (c) Asurion Consumer Solutions of Florida, Inc. in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "breakdown": refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust. heat, or humidity, d) power surges, and unintentional and accidental damage from handling as a result of normal use ("ADH") (only if you purchased a Plan which includes this coverage, as indicated below); (4) "product": refers to the consumer item(s) which You purchased concurrently with and is covered by this Plan; (5) "you", "your" and "service contract holder": refers to the individual who purchased the product and this Plan, or the approved transferee; (6) "retailer": refers to the retailer from which you purchased the product and this Plan.

**Instructions:** You must keep this Plan and sales receipt, as you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement. Your rights under this Plan may vary from state to state.

**To Obtain Service:** Call Asurion 24 hours a day, seven days a week, at 1-888-221-3287 to process your claim. You must call Asurion prior to having service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Services on goods that are essential to the health and safety of you will commence within 24 hours after the report of the claim. Foreign language assistance is available for Your convenience.

#### What Is Covered:

For Replacement Plans: For any product with a purchase price under \$200, this Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. We will, at our discretion, replace the product with a product of like kind and quality that performs to the factory specifications of the original product, or reimburse you for the purchase price of the product, including sales tax, with a check, when required due to a breakdown. This Plan includes coverage for breakdowns due to ADH for the following products: laptops and other portable devices. You are required to ship the Product to us for replacement; Asurion will pay for the cost of shipping your product to us. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product.

For Video Game/CD/DVD Replacement Plans: This Plan provides for the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. If your product is found to be inoperable as a result of normal wear and tear, or heat, dust and internal humidity, it will be replaced with a refurbished product with the same title as your original product. In the event a refurbished product is not available, we will, at our discretion, provide you with a replacement product or reimburse you in an amount equal to the original purchase price of the product. Once your product has been replaced or you have received reimbursement for your product pursuant to this Plan, we shall have fulfilled all of our obligations under this Plan. At our sole discretion, we may require that you return

the covered product to us as a condition to receiving a replacement product.

For Video Game System Bundle Repair Plans: This Plan covers parts and labor costs to repair or replace Your video game system, as well as up to nine (9) video games purchased during the term of the Plan, in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other warranty or service contract. Asurion will pay for the cost of shipping your product to and from our service center or replacement facility. Repair or replacement of the product will be at our discretion, when required due to a breakdown, in accordance with the terms and conditions stated herein. **Note:** Repair or replacement for breakdowns due to power surges and ADH shall be provided regardless of whether a Product is covered under any other warranty or service plan. If we determine that we cannot service your product as specified in this Plan. We may, at our discretion, replace it with a replacement product of like kind and quality that performs to the factory specifications of the original product, or issue you a gift card or check for the original purchase price of the product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product. You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for restoring software or data to your product. At our sole discretion. we may require that you return the covered product to us at our expense as a condition to receiving a replacement product.

For Repair Plans: For any product with a purchase price of \$200 or higher, this Plan covers parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to a covered breakdown. This Plan includes coverage for breakdowns due to ADH for the following products: laptops and other portable devices. If in-home service is provided for the full term of your manufacturer's warranty, it will be provided under this Plan. If in-home service is not provided, you will be responsible for delivery or the cost of delivery of the Product to the service center for repair or replacement. This Plan also covers up to \$45.00 of the cost of installation, removal or reinstallation of the product in connection with repair or replacement of the Product. For the entire term of this Plan, one (1) annual cleaning on all laser driven products (e.g. camcorders, non-portable DVD players, etc) is provided. We are not responsible for restoring software to your product. If We determine that We cannot service Your product as specified in this Plan. We may, at our discretion, replace it with a product of like kind and quality that performs to the factory specifications of the original product, or issue you a gift card or check for the original purchase price of the Product, including taxes. as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the Product. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product.

In addition to the above coverage, if You purchased a refrigerator, freezer, washer or dryer, You will receive the following additional benefits beginning on the date of purchase. **NOTE:** The amounts below will be applied towards the maximum liability of this Plan.

- Laundry Allowance If you purchased a Plan for a washer or dryer, you will receive up to a twenty-five dollar (\$25) reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator.
- Food Spoilage If You purchased a Plan for a refrigerator or freezer, you will be receive up to a three-hundred dollar (\$300) reimbursement for food losses resulting from the covered breakdown of your refrigerator or freezer for the period of time specified on your receipt, on a per refrigerator or freezer, per incident basis. Documented proof of loss will be required.

For Golf Plans: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract or warranty. If we determine that we cannot service your product as specified in this Plan, we may, at our discretion, replace it with a replacement product, or issue you a gift card or check for the original purchase price of the product, including sales tax, as indicated on your sales receipt. Asurion will pay the cost of shipping your product

to the authorized service center for repair.

**No Lemon Policy:** During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same defect, and that product requires a fourth repair, as determined by us, we will replace it with a product of like kind and quality that performs to the factory specifications of the original product, not to exceed the original purchased price of the Product. (**NOTE:** This No Lemon Policy does not apply to Replacement Plans or breakdowns caused by ADH.)

#### Term of Coverage:

For Replacement Plans: Your term begins on your date of purchase and continues for a period of two (2) years. The 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for power surge and ADH coverage, for those products that are eligible for this coverage, which begin on Your date of purchase, all other coverages begin upon the expiration of the manufacturer's warranty.

**For Video Game/CD/DVD Replacement Plans:** Your term and coverage begins on Your date of purchase and continues for a period of one (1) year. During the first thirty (30) days you may be required to return the product to the retailer to process your claim if your product experiences a breakdown.

For Video Game System Bundle Repair Plans: Your term begins on your date of purchase and continues for a period of two (2) years. The 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for power surge and ADH coverage, which begin on your date of purchase, all other coverages begin upon the expiration of the manufacturer's warranty. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

For Repair Plans: Your term begins on Your date of purchase and continues for a period of two (2), three (3), or four (4) years depending on the Plan You purchased. The 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for power surge and ADH coverage, for those products that are eligible for this coverage, which begin on Your date of purchase, all other coverages begin upon the expiration of the manufacturers warranty. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

For Major Appliance Plans: Your term begins on your date of purchase and continues for either two (2) or four (4) years depending on the Plan You purchased. The 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. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**For Golf Plans:** Your term and coverage begins upon expiration of the retailer's return policy of thirty (30) days and extends for the period indicated on your sales receipt.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of (1) The total authorized repairs up to the purchased price of the covered Product, (2) replacement with a product of like kind and quality that performs to the factory specifications of the original product, (3) reimbursement for authorized repairs or replacement, or (4) the price that you paid for the product. The total liability under this Plan is the purchase price you paid for the product; in the event that the total of all authorized repairs exceeds the purchase

price paid for the product or we replace the product, we shall have satisfied all of our obligations under this Plan.

Deductible: There is no deductible required to obtain service for Your Product.

Penlegement Products: We may et our discretion replace your product with

Replacement Products: We may, at our discretion, replace your product with a NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.

WHAT IS NOT COVERED: (1) INCIDENTAL. CONSEQUENTIAL OR SECONDARY DAM-

AGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE

UNDER THIS CONTRACT, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT: (3) DAMAGE FROM ACCIDENT (UNLESS COVERAGE OTHERWISE NOTED ABOVE), ABUSE, MISUSE, OR INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (4) UNAUTHORIZED PRODUCT MODIFI-CATIONS OR ALTERATIONS: (5) FAILURE TO FOLLOW THE MANUFACTURER'S IN-STRUCTIONS: (6) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (7) THE ELEMENTS OR ACTS OF GOD; (8) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBEL-LION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION: (9) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES: (10) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES, DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (11) PREVENTATIVE MAINTENANCE; (12) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS CONTRACT; (13) COST OF INSTALLATION. SET-UP. DIAGNOSTIC CHARGES. REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS PROVIDED HEREIN, (14) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; (15) PERIODIC CHECKUPS AND/OR

A COMMERCIAL SETTING OR RENTAL BASIS; (15) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES; (16) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (17) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (18) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, MISSING BUTTONS, CLASPS, SCREWS, BEADS, AND ANY OTHER DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO

THE PRODUCT: (19) SCRATCHES (EXCEPT FOR THE VIDEO GAME/DVD/CD PLANS).

PEELING AND DENTS; (20) UNAUTHORIZED REPAIRS AND/OR PARTS; (21) PROD-UCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE THE RESULT OF A RECALL REGARDLESS OF THE MANUFACTURER'S ABIL-ITY TO PAY FOR SUCH REPAIRS; (22) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (23) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (24) PARTS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT INCLUDING BUT NOT LIMITED TO BATTERIES (EXCEPT AS OTHERWISE NOTED IN THE "WHAT IS COVERED" SECTION), RIBBONS, TAPES, BULBS, HOSES, FILTERS, FUSES, KNOBS, VACUUM

FACTURER'S RECOMMENDED MAINTENANCE; (27) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (28) BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY, AND PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS; (29) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (30) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S OR RETAILER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (31) SERVICE

CLEANER BELTS, OR BAGS; (25) DAMAGE INCURRED DURING TRANSPORTATION;

(26) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANU-

WHERE NO PROBLEM CAN BE FOUND; (32) COLOR FADING OF PICTURE FOR ANY TELEVISION, UNLESS SUCH FADING IS BEYOND EXPECTED NORMAL WEAR AND TEAR OR NOT ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS OVER THE LIFE OF THE PRODUCT; (33) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, MEMORY STICKS, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING

OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT

UNDER THIS CONTRACT: (34) ANY DAMAGE CAUSED BY A COMPUTER VIRUS: (35)

WATER AND GAS LINES BEYOND THE COVERED PRODUCT; (36) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (37) DAMAGE TO RUGS, CARPETS, TARPS, PICTURES, GLASS, LAMPS, AND ACCESSORIES; (38) FADING CAUSE BY SUNLIGHT, WIND OR WEATHER; (39) DAMAGE FROM EXCESSIVE HEAT; (40) DAMAGE FROM TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION OR REMOVAL; (41) DAMAGE CAUSED BY AN ANIMAL; AND (42) WATER OR LIQUID MARKS OR RINGS FROM NORMAL HOUSEHOLD FOOD AND BEVERAGE PRODUCTS.

**Transfer:** This Plan may be transferred. You may transfer the balance of this Plan by contacting Asurion at P.O. Box 1818, Sterling, VA 20167 or telephone number, specified herein. Information provided by you must include the Plan number, date of transfer. new owner's name. complete address and telephone number.

**Renewal:** Repair plans are renewable, at our discretion. Replacement plans are not eligible for renewal.

Cancellation: You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1818. Sterling, VA 20167, This Plan may be canceled by you for any reason. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a pro-rata refund of any amount owed based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authority. If we or Asurion cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price less any claims which have been paid. We or Asurion may not cancel this Plan without providing you with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. In Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If you cancel Your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund. If your Product qualifies for the buyback benefit, and you have a buyback of that product in accordance with the terms and conditions of the buyback agreement, then this Plan may be cancelled as of the date the buyback is completed. Upon this cancellation you shall receive a pro rata refund based on the above terms and any state cancellation provision applicable to you. Please contact customer service at 1-888-221-3287 to process the cancellation.

Insurance: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan or the Program can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BIND-ING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery

than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Plan was entered into by you and us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee. we will pay it if you send a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration" Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either

during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void this specific provision of this arbitration agreement is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.

#### **State Variations**

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents**: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud. material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum 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 provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account. and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

Nevada Residents: The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you 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. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If you or we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs.

**New Mexico Residents:** 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 or one (1) year,

whichever occurs first, 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 increase 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.

**New Hampshire Residents:** Contact us at 1-866-268-7221 with, questions, concerns, or complaints about the program. 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, New Hampshire 03301, telephone number: 1-603-271-2261.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan. You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

Oregon Residents: The Arbitration Agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

Utah Residents: 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 Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

**Washington Residents:** Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. 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 THALB BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS; and (2) the sentence "This Contract evidences transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. 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 shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "We", "Us" and "Our" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services.

# To obtain a large-type copy of the terms and conditions of this Plan, please call 1-888-221-3287.

Administered by:
Asurion
P.O. Box 1340 • Sterling, VA 20167 • 1-888-221-3287
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Name:	
Address:	

### **Terms & Conditions**

#### Lifetime Jewelry

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligor: The company obligated under this Plan in all states except Florida and Washington is Asurion Consumer Solutions, Inc., whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: Asurion Consumer Solutions of Florida, Inc., P.O. Box 1340, Sterling, Virginia 20166, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: ServicePlan, Inc., 175 W. Jackson Blvd. 11th Floor, Chicago, Illinois 60604.

**Definitions: Throughout this Plan the words** (1) "we", "us", and "our" refer to the company obligated under this Plan, as referenced in the Obligor section above; (2) "administrator" refers to (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc., in AL; (c)) Asurion Consumer Solutions of Florida, Inc., in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: PO. Box 1340, Sterling, Virginia, 20167; (3)"retailer" refers to the retailer from which you purchased your product and this Plan; (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship and b) normal wear and tear; (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) "you," "your" and "service contract holder" refers to the individual who purchased the product and this Plan.

**Instructions:** You must keep this Plan, the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement.

**Maintenance:** You must perform all maintenance required by the original manufacturer's warranty.

What is Covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown. This Plan also includes one (1) initial ring sizing. We will repair, replace, or reimburse you for the product, at our discretion, when required due to a breakdown which is not covered under any other warranty or service plan. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product or reimbursement.

**Term of Coverage:** The term and coverage of this Plan begins on the date of purchase and continues for the life of the service contract holder.

**To Obtain Service:** If this product experiences a breakdown, call Asurion twenty-four (24) hours a day, seven (7) days a week, at 1-888-221-3287 for instructions on obtaining repair, replacement of or reimbursement for your product. You will be responsible for the delivery or cost of the delivery of the product to the service center for repair or replacement, per our instructions. Unauthorized repairs may not be covered. Foreign language assistance is available for your convenience.

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for repairs authorized by Asurion in advance of such repairs, or (4) the fair market value of the product, as determined by us, not to exceed the original purchase price. In the event that the total of all authorized repairs exceeds the purchase price paid for the product or we replace the product, we shall have satisfied all of our obligations under this Plan.

**Deductible:** There is no deductible required to obtain service on your product.

**Transfer:** This Plan may only be transferred if given as a gift. You have ninety (90) days to contact Asurion at P.O. Box 1818, Sterling, Virginia 20167-1818, or by calling the telephone number specified herein. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Plan is not renewable.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN: (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUC-TION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH PRONGS, BE-ZELS OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES. UNAUTHORIZED MODIFICATIONS OR ALTERATIONS. OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS: (4) UNAUTHORIZED REPAIRS AND/OR PARTS; (5) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (6) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, AND DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM: (7) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE MANUFACTURER'S WATER RESISTANCE GUIDELINES: (8) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.): (9) THE ELEMENTS, OR ACTS OF GOD: (10) WAR, INVA-SION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION: (11) PREVENTA-TIVE MAINTENANCE; (12) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER: (13) FLAWS IN GEMSTONES: (14) LOSS OF DIAMONDS. GEMSTONES. OR ANY OTHER PARTS OF THE COVERED PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITH-OUT ANY UNDUE STRESS OR DAMAGE; (15) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT: (16) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S RETURN POLICY: (17) PARTS FAILURE DUE TO A MANUFACTURER RECALL, REGARDLESS OF THE MANUFAC-TURER'S ABILITY TO PAY FOR SUCH REPAIRS: (18) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (19) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (E.G. BATTERIES); (20) LOSS OF USE DURING THE PERIOD THE COVERED PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS: (21) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR RETAILER'S WARRANTY; (22) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (23) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS: AND (24) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA.

Cancellation: This Plan shall be cancelled by us for your fraud or material misrepresentation by you. Unauthorized repair or replacement of the product may result in the cancellation of this Plan by us. In the event of cancellation by us. written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at PO Box 1818, Sterling, VA 20167. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a refund of the price paid for the Plan, provided no service has been performed, or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. In Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If you cancel your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, a ten percent (10%) penalty per month shall be applied to the refund.

Insurance Securing this Plan: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

Arbitration Agreement: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 866-856-3882. In the unlikely event we cannot resolve

any disputes, including any claims under the Plan, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we", "us" and "our" refers to (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by you and us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice. you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee. we will pay it if you send a written request by certified mail to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration" Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement, You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages

award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

#### STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud. material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum 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 provision shall affect your right to file

a direct claim under the terms of this Plan against Virginia Surety Company, Inc.

pursuant to O.C.G.A. 33-7-6. Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim. you will receive a pro-rata refund of the Plan price based on the days remaining. less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account,

and the excess, if any shall be refunded to you. In the event of cancellation by us,

written notice to you will be provided at least 15 days prior to the cancellation and

will contain the effective date of the cancellation and the reason for cancellation.

If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata

provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us. **Nevada Residents:** The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less If we fail to pay the cancellation refund within 45 days of your written request we will pay you 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. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at

the time the Plan was issued or last renewed. If we cancel this Plan no cancel-

lation fee will be imposed and no deduction for claims paid will be applied. This

Plan shall be cancelled by us or Asurion for fraud or material misrepresentation

by you, including but not limited to commercial or rental use.

**New Hampshire Residents:** Contact us at 1-800-994-7267 with guestions. concerns, or complaints about the program. 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, New Hampshire 03301. telephone number: 1-603-271-2261.

**New Mexico Residents:** 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 or one (1) year. whichever occurs first, 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 increase 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

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance. **Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the

following: you may cancel this contract at any time by surrendering it or providing

written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion

at the address listed below. You may cancel this Plan for any reason. In the event

you cancel this Plan within 30 days of receipt of the Plan, you shall receive a full

Plan and causes the required service or repair to be substantially and materially

increased beyond that contemplated at the time you purchased this Plan.

refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. **Oregon Residents:** The Arbitration Agreement provision of this Contract is

days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

amended to add the following: Any award rendered in accordance with this

Plan's Arbitration Agreement shall be a nonbinding award against you, pro-

vided that you reject the arbitration decision in writing to us within forty-five (45)

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105. (800) 768-3467. Texas Residents: If you purchased this Plan in Texas, unresolved complaints

concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation. P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas License Number: 116.

Utah Residents: 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 Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

**Washington Residents:** Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Written notice of cancellation shall include the effective date of cancellation and the reason for cancellation. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. 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 sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. 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 shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we", "us" and "our" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees. successors and assigns; and (2) United States Military Exchange Services.

# To Obtain a large type copy of the Terms and Conditions of this Contract, please call 1-888-221-3287.

Administered by:
Asurion
P.O. Box 1340 ◆ Sterling, VA 20167-8434 ◆ 1-888-221-3287

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251 (02/14)

Name:	
Address:	

### **Terms & Conditions**

#### Jewelry, Watch and Optical

This is a legal contract (referred to hereinafter as the "Plan") and it contains a binding Arbitration Agreement below that governs all disputes related to the Plan. Please read the Plan carefully and completely. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

**OBLIGORS:** The company obligated under this Plan in all states except in Florida and Washington is **Asurion Consumer Solutions**, **Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Consumer Solutions of Florida, Inc.**, P.O. Box 1340, Sterling, Virginia 20167, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan**, **Inc.**, 175 W. Jackson, 11th Floor, Chicago, IL 60604.

**DEFINITIONS:** (1) "we", "us" and "our": refers to the company obligated under this Plan, as indicated in the "Obligor" section above; (2) "administrator" refers to: (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc. in AL: (c) Asurion Consumer Solutions of Florida, Inc. in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "breakdown": refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship; and b) normal wear and tear; and c) unintentional and accidental damage from handling as a result of normal use ("ADH") (only if you purchased a Plan which includes this coverage, as indicated below): (4) "product": refers to the consumer item(s) which You purchased concurrently with and is covered by this Plan; (5) "you", "your" and "service contract holder": refers to the individual who purchased the product and this Plan, or the approved transferee; (6) "retailer": refers to the retailer from which you purchased the product and this Plan.

**INSTRUCTIONS:** You must keep this Plan and sales receipt as you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions constitute the entire agreement. Your rights under this Plan may vary from state to state.

**TO OBTAIN SERVICE:** Call Asurion 24 hours a day, seven days a week, at 1-888-221-3287 to process your claim. You must call Asurion prior to having service; all repairs and related shipping charges must be authorized in advance. Shipping cost is covered under this Plan if authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Foreign language assistance is available for your convenience.

#### WHAT IS COVERED:

For Jewelry and Watch Plans: This Plan covers parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. For watches, coverage includes breakdowns to the crystal, crown, stem, band or bracelet (the "Components"). We will, at our discretion, repair or replace the product or reimburse you for authorized repairs to or replacement of the product, when required due to a breakdown. Non-original manufacturer's parts may be used for repair of the product. This Plan also covers the cost of any shipping expenses related to obtaining service. Non-original manufacturer's parts may be used for repair of the product.

For Optical Replacement Plans: This Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. This Plan includes coverage for breakdowns due to ADH. We will, at our discretion, replace the product with a product of like kind and quality that performs to the factory specifications of the original product or reimburse you for the purchase price of the product, including sales tax, via a check, when required due to a breakdown. You are required to ship the product to us for replacement; Asurion will pay for the cost of shipping your product to us.

#### TERM OF COVERAGE:

For Jewelry and Watch Repair Plans: Your term and coverage begin on the date

of purchase of Your Plan and continue for a period of two (2) or seven (7) years depending on the Plan you purchased. In the event that Your Product is being serviced by an authorized service center when Your Plan expires, the term of the Plan will be extended until the covered repair has been completed.

For Optical Replacement Plans: Your term begins on Your date of purchase and continues for one (1) or two (2) years depending on the Plan You purchased, and is inclusive of the retailer's store return policy of thirty (30) days. During the first thirty (30) days you may be required to return the product to the retailer to process your claim if your product experiences a breakdown.

For Watch Replacement Plans: Your term and coverage begin on the date of purchase of your Plan and continue for a period of one (1) year.

**LIMIT OF LIABILITY:** For any single claim of service, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product of like kind and quality, (3) reimbursement for authorized repairs or replacement, or (4) the price that you paid for the product. The total aggregate liability under this Plan is the purchase price you paid for the Product, in the event that the total of all authorized repairs exceeds the purchase price paid for the product, or we replace the product with a product of like kind and quality that performs to the factory specifications of the original product, we shall have satisfied all of our obligations under this Plan.

**Deductible:** There is no deductible required to obtain service for Your Product.

WHAT IS NOT COVERED: (1) INCIDENTAL. CONSEQUENTIAL. OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SER-VICE UNDER THIS PLAN OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AWAITING REPAIR OR REPLACEMENT: (2) ANY AND ALL PRE-EXIST-ING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH PRONGS, BEZELS, OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD-PARTY ACTIONS (FIRE, COLLI-SION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS, OR ACTS OF GOD: (7) LOSS OR DAMAGE CAUSED BY WAR. INVASION OR ACT OF FOREIGN ENEMY. HOSTILI-TIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) BATTERIES AND OR DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (9) PREVENTATIVE MAINTENANCE: (10) DAMAGE COVERED BY ANY OTHER WARRANTY OR SER-VICE AGREEMENT; (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS PLAN; (12) INHERENT PRODUCT DE-FECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER: (13) FLAWS IN GEMSTONES; (14) LOSS OF DIAMONDS, GEMSTONES, OR OTHER PARTS OF THE PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP OR MATERIALS WITHOUT UNDUE STRESS OR DAMAGE; (15) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT: (16) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S OR RETAILER'S WARRANTY: (17) SCRATCHES (UNLESS YOU PURCHASED EYEWEAR), PEELING AND DENTS, UNLESS CAUSED BY USUAL WEAR AND TEAR: (18) UNAUTHORIZED REPAIRS AND/OR PARTS: (19) PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE THE RESULT OF A RECALL REGARDLESS OF THE MANUFAC-TURER'S ABILITY TO PAY FOR SUCH REPAIRS; (20) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT AND ITEMS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES (21) LOSS OR DAM-AGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOM-MENDED MAINTENANCE; (22) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (23) COVERAGE FOR USED AND/OR SECOND-HAND PRODUCTS, UN-LESS SUCH PRODUCT IS IN LIKE NEW CONDITION WITH NO VISIBLE DEFECTS AND IS COVERED BY A MANUFACTURER'S OR DEALER'S WARRANTY OF NO LESS THAN ONE YEAR AT TIME OF PURCHASE: (24) ANY PRODUCT USED ON A RENTAL BASIS; (25) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER: AND (26) SERVICE WHERE NO PROBLEM CAN BE FOUND: (27) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES); (28) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE PRODUCT MANU-

# FACTURER'S WATER RESISTANCE GUIDELINES; (29) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS.

**TRANSFER:** This Plan may be transferred. You may transfer the balance of this Plan by contacting Asurion by writing to P.O. box 1818, Sterling, VA 20167 or by calling the number listed below. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address, and telephone number.

**RENEWAL:** This Plan is renewable for all products except watches, at our discretion. The Replacement Plan is not renewable.

**CANCELLATION:** You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1818. Sterling, VA 20167, You may cancel this Plan for any reason. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a pro rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authority. If we or Asurion cancels this Plan, you shall receive a refund of 100% of the pro-rata unearned portion of the Plan price less any claims which have been paid. We or Asurion may not cancel this Plan without providing you with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. In Alabama, Arkansas, California. Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If you cancel your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, a ten percent (10%) penalty per month shall be applied to the refund.

Insurance: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan or the Program can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, 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 THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the ter-

mination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Plan was entered into by you and us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice. you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee. we will pay it if you send a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages. we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief war-

ranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

#### State Variations

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration

Agreement Addendum 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 provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the

provider fee paid by you may be charged by us.

Nevada Residents: The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you 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. If this Plan is canceled by Us. no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If you or we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan, including the terms, conditions, limitations,

**New Hampshire Residents:** Contact us at 1-866-268-7221 with, questions, concerns, or complaints about the program. 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, New Hampshire 03301, telephone number: 1-603-271-2261.

exceptions and exclusions and sales receipt constitute the entire agreement.

**New Mexico Residents:** 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 or one (1) year, whichever occurs first, 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 increase 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.

North Carolina Residents: The purchase of this Plan is not required either to

purchase or to obtain financing for a home appliance. Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

to add the following: Any award rendered in accordance with this Plan's Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this Arbitration Agreement. This Arbitration Agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

Oregon Residents: The Arbitration Agreement provision of this Plan is amended

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

Utah Residents: 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 Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington Residents: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: (1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PUR-SUANT 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 JURIS-DICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRA-TIONS AND CLASS ACTIONS; and (2) the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. 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 shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "We", "Us" and "Our" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services.

### To obtain a large-type copy of the terms and conditions of this Plan, please call 1-888-221-3287.

Administered by: Asurion P.O. Box 1340 • Sterling, VA 20167 • 1-888-221-3287 ©2015 Asurion, LLC, All rights reserved. 154 (02/14)

Name Address

### APPLIANCES 2-YR REPLACEMENT

\$0 to \$49.99

**\$\_199** 

**MARa** 



\$50 to \$99.99

\$999

**MARaa** 



\$100 to \$199.99

**MARb** 



### ELECTRONICS 2-YR REPLACEMENT

\$0 to \$49.99

**\$499** 



\$50 to \$99.99

**\$Q**99

Raa



\$100 to \$199.99

\$1999



# TELEVISIONS 2-YR REPLACEMENT

\$0 to \$49.99

**\$4**99

**TVRa** 



\$50 to \$99.99

**\$9**99

**TVRaa** 



\$100 to \$199.99

**\$19**99

**TVRb** 

### **APPLIANCES 2-YR SERVICE**

\$200 to \$499.99 \$49<sup>99</sup>

MA2a



\$500 to \$999.99 \$**59**99

MA2b



\$1,000 to \$3,499.99

**\$79**99

MA2c



\$3,500 to \$6,499.99

\$119<sup>99</sup>

MA2d



# **APPLIANCES 4-YR SERVICE**

\$200 to \$499.99

\$**69**<sup>99</sup>

MA4a



\$500 to \$999.99

\$8999

MA4b



\$1,000 to \$3,499.99

\$119<sup>99</sup>

MA4c



\$3,500 to 6,499.99

\$199<sup>99</sup>

MA4d



### **ELECTRONICS 2-YR SERVICE**

\$200 to \$499.99

**\$39**99

E2a



\$500 to \$999.99

**\$49**<sup>99</sup>

E2b



\$1,000 to \$3,499.99

\$**59**<sup>99</sup>

E<sub>2</sub>c



\$3,500 to \$7,499.99

**\$79**99

E2d



# **ELECTRONICS 4-YR SERVICE**

\$200 to \$499.99

\$**59**<sup>99</sup>

**E4** 



\$500 to \$999.99

\$8999

E4b



\$1,000 to \$3,499.99

**\$99**99

E4c



\$3,500 to \$7,499.99

\$129<sup>99</sup>

E4d



### **TELEVISIONS 2-YR SERVICE**

\$200 to \$299.99

**\$24**99

TV2a

\$300 to \$499.99

**\$34**99

\$500 to \$699.99

**\$44**99

TV2h

TV2b

\$700 to \$999.99

\$**69**<sup>99</sup>

TV2j

\$1,000 to \$1,499.99

\$8999

\$1,500 to \$1,999.99

\$109<sup>99</sup>

TV2e

\$2,000 to \$2,999.99

\$149<sup>99</sup>

\$3,000 to \$9,999.99

**\$229**99

TV2g

TV2f



# **GAMING ACCESSORIES** 2-YR REPLACEMENT

\$0 to \$49.99

**\$4**99

\$50 to \$99.99

**\$9**99

\$100 to \$199.99

\$**19**<sup>99</sup>



### **TELEVISIONS 3-YR SERVICE**

\$200 to \$299.99

\$2999

TV3a

\$300 to \$499.99

**\$44**99

TV3b

\$500 to \$699.99

**\$59**<sup>99</sup>

TV3h

\$700 to \$999.99

**\$89**99

\$1,000 to \$1,499.99

\$11**9**<sup>99</sup>

\$1,500 to \$1,999.99

\$149<sup>99</sup>

\$2,000 to \$2,999.99

\$199<sup>99</sup>

\$3,000 to \$9,999.99

**\$299**99

















# **GAMING SOFTWARE & DVDS** 1-YR REPLACEMENT

\$0 to \$29.99

\$189

\$30 to \$99.99

**\$3**89

# TABLETS, LAPTOPS, DESKTOPS, COMPUTERS 2-YR SERVICE

\$200 to \$399.99

\$**79**<sup>99</sup>



\$400 and Up \$999



# TABLETS, LAPTOPS, DESKTOPS, COMPUTERS 3-YR SERVICE

\$200 to \$399.99

\$129<sup>99</sup>



\$400 and Up \$179<sup>99</sup>



# GAMING SYSTEM BUNDLE WITH DISC PROTECTION 2-YR SERVICE

\$0 to \$99.99

**\$14**<sup>99</sup>

D7



\$100 to \$199.99

**\$24**<sup>99</sup>

**\$49**99

\$200 to \$499.99

ם פח



\$500 to \$999.99

\$64<sup>99</sup>

010



# COMPUTER PERIPHERALS, MONITORS, PRINTERS 2-YR SERVICE

\$200 to 499.99

\$39<sup>99</sup>



# COMPUTER PERIPHERALS, MONITORS, PRINTERS 4-YR SERVICE

\$200 to 499.99 \$**59**99

C4



# TABLETS, COMPUTERS, PERIPHERALS, MONITORS, PRINTERS 2-YR REPLACEMENT

\$0 to \$49.99

**\$4**99

C5



\$50 to \$99.99

\$999

C5a



\$100 to \$199.99

**\$19**99

C6



# **GOLF 1-YR SERVICE**

\$0 to \$149.99

\$699

G1a



\$150 to \$999.99

**\$Q**99

G1F



# **GOLF 2-YR SERVICE**

\$0 to \$149.99

\$899

**G2**2



\$150 to \$999.99

**\$17**<sup>99</sup>

G<sub>2</sub>b



# SPORTING GOODS/L&G/MISC 2-YR SERVICE

\$200 to \$499.99

**\$39**<sup>99</sup>

LGS2a



\$500 to \$999.99

**\$49**<sup>99</sup>

LGS2b



\$1,000 to \$3,499.99

\$**59**<sup>99</sup>

LGS2d



\$3,500 to \$7,499.99

**\$79**<sup>99</sup>

LGS2d



# SPORTING GOODS/L&G/MISC 4-YR SERVICE

\$200 to \$499.99

\$**59**<sup>99</sup>

LGS4a



\$500 to \$999.99

\$8999

LGS4h



\$1,000 to \$3,499.99

\$9999

LGS4c



\$3,500 to \$7,499.99

\$129<sup>99</sup>

GS4d



# SPORTING GOODS/L&G/MISC 2-YR REPLACEMENT

\$0 to \$49.99

\$499

**LGSRa** 



\$50 to \$99.99

\$999

**LGSRaa** 



\$100 to \$199.99

\$19<sup>99</sup>

LGSRb



# **WATCH 1-YR REPLACEMENT**

\$0 to \$49.99

**\$3**99

Wa



\$50 to \$99.99

**\$7**99



\$100 to \$499.99 **\$12**99

100



# **WATCH 2-YR SERVICE**

\$500 to \$999.99

**\$49**<sup>99</sup>

Wd



\$1,000 to \$2,999.99

\$149<sup>99</sup>

W



\$3,000 to \$4,999.99

\$199<sup>99</sup>

Wf



\$5,000 to \$19,999.99

\$**799**<sup>99</sup>

W



### JEWELRY LIFETIME SERVICE

\$0 to \$49.99 \$2599



\$50 to \$99.99

**\$39**99



\$100 to \$199.99

\$**49**<sup>99</sup>



\$200 to \$349.99 \$69<sup>99</sup>



\$350 to \$499.99

**\$79**99



\$500 to \$749.99

\$8999

Lf



\$750 to \$999.99

\$119<sup>99</sup>



\$1,000 to \$1,249.99

\$179<sup>99</sup>



\$1,250 to \$2,999.99

\$279<sup>99</sup>



\$3,000 to \$4,999.99

\$**349**<sup>99</sup>



### JEWELRY 2-YR SERVICE

\$0 to \$49.99

\$599

JCP1a



\$50 to \$99.99

**\$7**99

JCP1b



\$100 to \$199.99

\$16<sup>99</sup>

JCP2



\$200 to \$499.99

**\$29**<sup>99</sup>



\$500 to \$999.99

**\$34**99



\$1,000 to \$4,999.99

**\$64**<sup>99</sup>

JCP6



\$5,000 to \$19,999.99

\$359<sup>99</sup>

JCP7



# JEWELRY LIFETIME SERVICE

\$5,000 to \$7,999.99

\$399<sup>99</sup>



\$8,000 to \$9,999.99

\$**449**<sup>99</sup>



\$10,000 to \$19,999.99

\$**599**<sup>99</sup>

# SUNGLASSES & GOGGLES 1 YEAR REPLACEMENT

Coverage begins 31 days from date of purchase.

\$0 to \$49.99

\$399

S<sub>1</sub>a



# SUNGLASSES & GOGGLES 2 YEAR REPLACEMENT

Coverage begins 31 days from date of purchase.

\$0 to \$49.99

**\$6**99

S2a



\$50 to \$99.99

\$899

S<sub>1</sub>b



\$50 to \$99.99

\$13<sup>99</sup>

S2b



\$100 to \$199.99

**\$14**99

S1c



\$100 to \$199.99

\$28<sup>99</sup>

S2c



\$200 to \$299.99

**\$24**<sup>99</sup>

S<sub>1</sub>d



\$200 to \$299.99

**\$39**99

S2d



\$300 to \$399.99

\$**69**<sup>99</sup>

S1e



\$300 to \$399.99

\$9999

S2e



\$400 to \$499.99

\$104<sup>99</sup>

S1f



\$400 to \$499.99

\$129<sup>99</sup>

S2f



\$500 to \$599.99

**\$144**<sup>99</sup>

S1g



\$500 to \$599.99

\$189<sup>99</sup>

S2g





When you purchase your protection plan on the following items, Technology Buy Back is included.

# Eligible Products (over \$100)

Laptop ComputersTabletsNetbooksDesktop ComputersCamerasGaming SystemsGPS UnitsMP3 Players

# TECHNOLOGY BUY BACK IS SIMPLE!\*

#### Step 1

Purchase our plan with your new product and Technology Buy Back is included.

#### Step 2

When you're ready to upgrade, within 12 months from your date of purchase, give us a call and one of our representatives will provide the value of your item based upon its condition and age.

#### Step 3

Receive up to 50% of the original value to use towards your next purchase.

#### Your Buyback Value

Up to 6 Months

Up to 50%

7 to 12 Months

**Up to 40%** 

# Terms & Conditions Buy Back

If you purchased one of the following products with a retail price of \$100 or more, your product qualifies for the following benefit: Game Console, Digital Camera, Digital Camcorder, GPS, MP3, Laptop, Desktop, Netbook or Tablet:

**Asurion Services, LLC**, whose address is P.O. Box 1340, Sterling, VA 20167, telephone 1-866-368-2559, is contracting with you to provide this Plan.

Throughout this Plan the words: (1) "we", "us", or "our" refer to Asurion Services, LLC ("Asurion"); (2) "retailer" refers to the retailer from which you purchased your product; (3) "product" refers to the item which you purchased concurrently with this Plan; (4) "you" and "your" refers to the individual who purchased the product and this Plan; (5) "value" refers to the buyback value as determined by use of the product that you will return to us. Buyback value is based on condition of your product and length of ownership; (5) "Plan" refers to the Buyback program as outlined below; and (6) "Service Contract" refers to the service contract that you purchased concurrently with the product that is covered by this Plan.

**Instructions:** You must keep the receipt for the covered product; it is an integral part of this Plan and you may be required to produce it to obtain service. This Plan, including the receipt showing the commencement date and product identification constitute the entire agreement.

**Technology Buyback:** This benefit provides for the trade-in of your product to Asurion for a value, as determined by us, based on the working condition and length of time since you purchased the product. See below for more details on how we determine such value. After the value of your product has been determined by us, you must ship your product and all accessories included in working order to us prior to receiving the trade-in value. After receipt of the product and accessories, we may issue you a voucher, gift card or check at our discretion for the value as determined by us. **NOTE:** Any missing accessories may cause the grade of your trade-in value to decrease based on the determining factors below. You are responsible for backing up and purging all computer software and data prior to exercising your trade-in. We are not responsible for preserving or removing data from your product.

**Determination of Value:** We will validate the condition of your product based on the following criteria:

- (1) **Excellent:** The product is fully functional with no technical problems, with only a few scratches and all accessories are included
- (2) Fair: The product has one or more of the following issues: 1. The product has sustained minor functional damage that can be easily repaired; 2. The product has visible wear and tear, including but limited to, scratches, cracks, dents and internal dust build up.
- (3) Poor: The product has one or more of the following issues: 1. The product has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; 2. The product has water damage or damage from bodily fluids; 3. The product shows indications of a serial number modification; 4. The product has insect/rodent infestation/damage.

We will issue the voucher, gift card or check using the following schedule based on a percentage of your original purchase price:

Determination of Grade Value	0-6 Months	7-12 Months
Excellent	50	40
Fair	25	20
Poor	0	0

The term of this Plan begins on your date of product purchase and continues for the term of one (1) year

When you are ready to make your claim under this Plan, call Asurion 24 hours a day, 7 days a week at 888-221-3287 to begin the filing. We will pay for the cost of shipping your product back to us; a prepaid label will be provided to you. If, upon receipt and validation of your product condition, we determine that your product does not meet the previously determined grade, and you would like your product back, you will be responsible for the delivery or cost of delivery of your product from our service center back to you. If, within sixty days of such time, you fail to arrange for shipping of the product back to you, you will surrender the product to Asurion. Foreign language assistance is available for your convenience.

 ${\bf Subrogation:} \ \, {\bf In \ the \ event \ you \ exercise \ this \ Plan, \ you \ agree \ to \ subrogate \ and \ assign \ your \ rights \ of \ recovery \ to \ us.}$ 

# To obtain a large type copy of the Terms and Conditions of this Contract, please call 888-221-3287.

Administered by: Asurion Services, LLC. P.O. Box 1340, Sterling, Virginia, 20167 MLTTBB-05.14

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Exchange Use Only

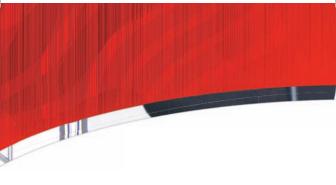
# The Exchange Sales Slip Service and Replacement Plans

To be filled out by the Associate who sold the plan.

- 3. Register Transaction #:

  4. Price of Plan Sold:

<sup>\*</sup>This program is provided by Asurion Services, LLC. Limitations and exclusions apply. See terms and conditions for full plan details.



# SO MANY GREAT PRODUCTS TO PURCHASE...

So many reasons to include an **Exchange Protection Plan** 

Tell the cashier you want to protect your product with an Exchange Protection Plan today!













# asurion 除

### 2 Million Reviews & Growing



290 Million+ happy customers

worldwide

Hassle-free claims process

Friendly & knowledgeable support at your fingertips

