

WE, THE ADMINISTRATOR OR THE RETAILER FROM WHICH YOU PURCHASED THE PRODUCT COVERED BY THIS PLAN, MAY MAKE AVAILABLE ADDITIONAL PRODUCTS AND SERVICES AT A DISCOUNT FROM TIME TO TIME, FOR YOUR CONSIDERATION.

THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN. THIS IS NOT A CONTRACT OF INSURANCE.

Obligor: The company obligated under the Plan in all states and the District of Columbia, except Florida, is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

Definitions: Throughout this Plan the words (1) "we," "us," and "our" refer to the company obligated under this Plan, as referenced in the

for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, including sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, including sales taxes. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

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

Transfer: 2-year and 3-year Jewelry and Watch Plans may be transferred anytime during the term of the Plan. Lifetime Plans may only be transferred if given as a gift within the first ninety (90) days from the date of purchase. You may transfer this Plan by contacting the administrator at P.O. Box 1818, Sterling, VA 20167-1818, or by calling 1-866-742-2562. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: The 3-year Jewelry Plan is renewable at our discretion. The Watch Plan is renewable at our discretion. The Lifetime Plan is not renewable.

WHAT IS NOT COVERED:

(1) **Incidental or consequential damages;**

Obligor section above; (2) "administrator" refers to (a) Asurion Services, LLC, in all states and the District of Columbia, except in Florida; and (b) Asurion Service Plans of Florida, Inc., in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, telephone 1-866-742-2562; (3) "retailer" refers to the retailer from which you purchased the product and is the seller of this Plan; (4) "breakdown" refers to the mechanical or electrical failure of the products which impede the functionality of the product caused by: (a) defects in materials and/or workmanship; and (b) normal wear and tear to include re-rhodium of white metals; (5) "product" refers to the consumer item which you purchased concurrently with this coverage and is covered by this Plan; (6) "replacement product" refers to a **NEW, REMANUFACTURED, OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY WITH SIMILAR FEATURES;** (7) "lessee" refers to the consumer who has entered into a rental or lease-purchase agreement (rent-to-own or lease-to-own agreement) with the lessor to purchase the product covered by this Plan (collectively, "LTO Transaction"); (8) "you" and "your" refers to the individual who purchased the product and this Plan, and shall refer to the lessee, if the product and this Plan were acquired under an LTO Transaction, as further described in the LTO Transactions provisions below; and (9) "lessor" refers to the leasing entity.

- (2) **Any and all pre-existing 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 modifications or alterations, or failure to follow the manufacturer's instructions;**
- (4) **Unauthorized repairs and/or parts and/or resulting damage;**
- (5) **Damage covered under any insurance policy, other warranty or service plan;**
- (6) **Third-party actions (fire, collision, vandalism, theft, etc.);**
- (7) **Loss or damage due to the elements, or acts of God;**
- (8) **War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;**
- (9) **Preventative maintenance;**
- (10) **Inherent defects that are the responsibility of the manufacturer;**
- (11) **Flaws in gemstones;**
- (12) **Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in**

Instructions: You must keep this Plan and 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 or replace your product in the event it experiences a breakdown, including the loss of diamonds and other gemstones due to a defect in the setting. This Plan will repair, replace or reimburse you for the product, at our discretion, when required due to a breakdown which is not covered under any insurance policy or any other warranty or service plan. In the event we choose to replace your product, you will receive either a replacement product, not to exceed the purchase price you paid for the product, including sales taxes, or we may reimburse you in an amount equal to the purchase price you paid for the product, including sales taxes, as indicated on your sales receipt. Non-original parts may be used for repair of the product. This plan does not replace the obligation under a manufacturer's warranty or the lessor's obligations during the term of the LTO Transaction but provides

- workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage;
- (13) **Any loss other than a covered breakdown of the product;**
- (14) **Products not originally covered by a manufacturer's warranty or retailer's return policy;**
- (15) **Parts failure due to a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs;**
- (16) **Accessories used in conjunction with a product;**
- (17) **Loss of use during the period the product is at a repair facility or otherwise awaiting parts;**
- (18) **Damage or loss resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty;**
- (19) **Periodic checkups and/or maintenance as directed by the manufacturer;**
- (20) **Service that occurs outside of the 50 United States of America and the District of Columbia;**
- (21) **Any diamonds or gemstones supplied by the you in the creation of the jewelry item;**

certain additional benefits during and after the term of the LTO Transaction. This Plan may not be sold in conjunction with the LTO Transaction in CA, IN, or NY.

LTO Transactions: If the product was originally obtained through an LTO Transaction, the payment of any refund or fulfillment by us, that includes cash reimbursement, will be provided to the owner of the product at the time it is made. If the lessee has not yet obtained ownership of the product when a refund or fulfillment is made, payment will be provided to the lessor. However, the lessee will otherwise retain a beneficial interest in this Plan and all non-cash fulfillment benefits provided by this Plan will be provided to the lessee.

This Plan includes the following enhanced coverage:

3-Year Jewelry Plans: This Plan includes polishing and replacement of worn finishes.

For Lifetime Jewelry Plans:

- **Earrings:** This Plan includes a one-time "swap out" of standard earring posts with screw back posts.
- **Necklaces:** This Plan includes a one-time chain shortening.
- **Rings:** This Plan includes ring sizing.
- **All Jewelry:** This Plan includes polishing and replacement of worn finishes.

- (22) **Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein;**
- (23) **Parts normally designated to be replaced periodically by you or consumed during the life of the product (e.g. batteries);**
- (24) **Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines; and**
- (25) **Service when no problem is found.**

Cancellation: You may cancel this Plan for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy period, or at any time and for any reason by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including applicable sales taxes, less the cost of any claims that have

Watch Plans:

- This Plan includes a one (1) time refurbishment of your product during the term of this Plan. The refurbishment will include the following: buffing of light scratches to the band, case and buckle, polishing and, when possible, re-plating of the case and band.
- This Plan includes coverage for a breakdown due to watch crystal cracks or scratches, watch crowns, watch stems, bands or bracelets.

Term of Coverage: For 2-year and 3-year Jewelry and Watch Plans, your term and coverage begin on your date of purchase and continues for the period indicated on your sales receipt, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provision of this Plan. For Lifetime Plans, your term and coverage begin on your date of purchase and continues for your lifetime, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provision of this Plan. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

To Obtain Service: If your product experiences a breakdown, you may return to the retailer from which you purchased your product and this Plan, or you may call customer service between the hours of 7:00 am-10:00 pm (CST)

been paid or repairs that have been made, subject to the LTO Transaction provision above, or (b) by you after thirty (30) days of the receipt of this Plan, or by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made, subject to the LTO Transaction provision above. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Insurance Securing this Plan: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Arbitration Agreement: For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of

Monday- Friday and 8:00 am -5:00 pm (CST) Saturday and Sunday at 1-866-742-2562 to speak to an agent. In the event you call after hours, there will be access to instructions on how to file a claim. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. You will be responsible for the delivery or cost of the delivery of the product to the retailer for repair or replacement, per our instructions. If you are unable to deliver the product to the authorized retailer, this Plan will pay the shipping costs to the point of repair and return to you. At our sole discretion, we may require that you return the product to, and have the product inspected by, our authorized service center as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. All claims must be reported within thirty (30) days after expiration of this Plan.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, including sales taxes. The total liability under this Plan

the Plan Obligor and administrator, as defined above; and (2) Reeds Jewelers of North Carolina, Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-742-2562. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department,

P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

New Hampshire Residents: Contact us at 1-866-742-2562 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, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

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

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered 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 the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

to obtain financing for the product. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Item (6) of the **WHAT IS NOT COVERED** provision is amended as follows: **“Third-party actions, fire, collision, vandalism or theft.”** Oklahoma license number: 44199294.

Oregon Residents: The Arbitration Agreement provision of this Plan is replaced with the following: “For the purpose of this arbitration agreement, references to “we” and “us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and Reeds Jewelers of North Carolina, Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-742-2562. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY**

State Variations:

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

Arizona Residents: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (3) of the **WHAT IS NOT COVERED SECTION** is deleted and replaced with the following: **“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, failure to follow the manufacturer’s instructions, or unauthorized modifications or alterations while owned by you;”**

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

IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon.”

South Carolina Residents: Contact us at 1-866-742-2562 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. 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 us. 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 Guaranty Association. The

paid for the Plan provided no claims have been paid or repairs have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made.

Connecticut Residents: The following is added to the To Obtain Service provision: “In-home service is not available under this Plan.” 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 us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated (“O.C.G.A.”) 33-24-44. If this Plan is cancelled prior to its expiration, we will not deduct the cost of any claims that have been paid or repairs that have been made

second sentence in the Cancellation provision is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

Washington Residents: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The second and third sentences of the second paragraph of

from your refund. 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 provision does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the Arbitration Agreement provision of this Plan shall affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

Nevada Residents: If the Plan is cancelled, no deduction shall be made from the refund for the cost of claims that have been paid or repairs that have been made. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective

the Arbitration Agreement provision of this contract are replaced with the following: **(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 WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER SIMILAR PROCEEDINGS;** and (2) the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (a) of the Arbitration Agreement provision of this contract is deleted in its entirety.

Wyoming Residents: 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” and “us” 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) the retailer from which you purchased this Plan.

date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. The following language is added to item (3) of the **WHAT IS NOT COVERED** section: **“if the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan.”** Item (5) in the **WHAT IS NOT COVERED** section is deleted and replaced with the following: **“Damage covered by any retailer’s or manufacturer’s warranty.”** If we fail to pay the cancellation refund as stated in the Cancellation provision the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 1-866-742-2562 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-8434 •
1-866-742-2562
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494 v. RDS -1(09/18)
Customer Name: _____
Customer Address: _____