

## Terms & Conditions

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 the Plan in all states except **Florida is Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.** whose address P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 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 Obligor section above; (2) “administrator” refers to (a) Asurion Services, LLC in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc in AL and AZ; and (c) Asurion Service Plans of Florida, Inc. (a service warranty association) in FL (“Asurion” refers collectively to Asurion Services, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia 20166; (3) “retailer” and “JCPenney” refers to JC Penney Company. (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” the individual who purchased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions.

**Instructions:** You must keep this Plan, the sales receipt for the product; they are integral part 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. For renewal Plans, you must present the covered product for inspection at the time of renewal.

**To Obtain Service:** If this product experiences a breakdown, return it to JCPenney or call Asurion twenty-four (24) hours a day, seven (7) days a week, at 866-212-1971 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.

**What is Covered:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not covered under any other warranty or service contract. We will repair, replace, or reimburse you for the product, at our discretion, when required due to a breakdown. 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 a designated location 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 two (2) years. For renewal plans, term and coverage start on the date the original plan expires or the date you purchased this Plan, whichever occurs later, and continue for a period of two years. 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. Note: Coverage is for breakdowns not concurrently covered under any other warranty or service contract. If your product is covered by a manufacturer's warranty or other service contract on the date of purchase, your term of coverage under this Plan shall commence on the date of purchase, but we shall not be obligated to repair or replace your product unless your breakdown (i) is not covered by such manufacturer's warranty or other service contract; or (ii) occurs

after the expiration of such warranty or service contract and prior to expiration of this Plan.

**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 of like kind and quality that performs to the factory specifications of the original product, (3) reimbursement for repairs authorized by Asurion in advance of the repairs, or (4) the fair market value of the product, as determined by us, not to exceed the original purchase price that you paid for the product, as indicated on your sales receipt, including sales tax. 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 our obligations under this Plan.

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

**Transfer:** This Plan may be transferred. You may transfer this Plan by contacting 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 renewable at our discretion.

**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 CONTRACT; (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; (5) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (6) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, OR DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM; (7) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE WATCH MANUFACTURER'S WATER RESISTANCE GUIDELINES; (8) THIRD-PARTY ACTIONS (E.G. FIRE, COLLISION, VANDALISM, THEFT, ETC.); (9) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (10) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (11) PREVENTATIVE MAINTENANCE ON WATCHES; (12) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS CONTRACT; (13) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER; (14) FLAWS IN GEMSTONES; (15) 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, WITHOUT ANY UNDUE STRESS OR DAMAGE; (16) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (17) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S RETURN POLICY; (18) PARTS FAILURE DUE TO A MANUFACTURER RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (19) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (20) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (E.G. BATTERIES); (21) LOSS OF USE DURING THE PERIOD THE COVERED PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (22) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR RETAILER'S WARRANTY; (23) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (24) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; AND (25) 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, including but not limited to commercial or rental use. 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 20167-1818. If the Plan is cancelled: (a) within thirty (30) 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 thirty (30) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. For residents of AL, AR, CA, HI, MA, MD, ME, MN, MO, NJ, NM, 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, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

### 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.

**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:** 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 cancellation fee will be imposed and no deduction for claims paid will be applied.

**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.

**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 viola-

tion 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 Contract. You may also cancel this Contract by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Contract for any reason. In the event You cancel this Contract within 30 days of receipt of the Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract 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 Contract 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 Contract, You shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Contract 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 Contract.

**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) 463-2906 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:** 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.** 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 Continental Casualty Company for reimbursement, payment, or provision of the service.

**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.

**TO OBTAIN A LARGE-TYPE COPY OF THE TERMS AND CONDITIONS OF THIS PLAN, PLEASE CALL 866-212-1971.**

Administered by:  
Asurion  
P.O. Box 1340 • Sterling, VA 20167-8434 • 866-212-1971  
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**118 (02/14)**

Customer Name \_\_\_\_\_

Customer Address \_\_\_\_\_