Jewelry and Watch Protection Plans
Terms and Conditions

Lifetime Jewelry

2-Year Jewelry & Watch

Lifetime Jewelry
THIS PLAN IS A LEGAL CONTRACT BETWEEN YOU AND THE OBLIGOR. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION 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 THIS PLAN.

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 is 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. 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, 20167; (3) “retailer” and “JCPenney”: refer to the retailer from whom you purchased the product and this Plan; (4) “breakdown”: refers to the mechanical failure which impedes 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(s) which you purchased concurrently with and is covered by this Plan; and (6) “you”, “your” and “service contract holder”: refer to the individual who purchased the product and this Plan or the approved transferee.

Instructions: You must keep this Plan and the sales receipt for the product; they are integral part of this Plan and you may be required to produce them to obtain service or replacement. This Plan, including
the terms, conditions, limitations, exceptions, exclusions, and the sales receipt identifying the coverage purchased, the length of the Plan, commencement date and product identification, constitute the entire agreement.

**Maintenance**: You must perform all maintenance required by the original manufacturer’s warranty including but not limited to inspection of the product by the retailer or the retailer’s agent or under the terms of this Plan.

**To Obtain Service**: If your product experiences a covered breakdown, return it to JCPenney or call Asurion twenty-four (24) hours a day, seven (7) days a week, at 1-866-212-1971 for instructions on obtaining repair, replacement of or reimbursement for your product. Please have your receipt available and be prepared to tell us which product needs service and the nature of the problem. All repairs must be authorized by Asurion in advance. We will not reimburse you for work done by unauthorized servicers or others. All claims must be reported within thirty (30) days after expiration of this Plan. Service under this Plan may void the manufacturer’s warranty of your product. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Foreign language assistance is available for your convenience.

**What is Covered**: This Plan covers parts and labor costs to repair your product resulting from a covered breakdown which is not covered under any insurance policy, other warranty or any other service contract. This Plan will also provide for ring sizing for the term of this Plan. We will, at our discretion, repair or replace the product with a product with similar features, or reimburse you for authorized repairs to or the replacement of the product, when required due to a covered breakdown. Depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. For depot service, this Plan also covers the cost of delivery of the product to the service center for repair or replacement. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including sales tax, as indicated on your sales receipt. 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. Once your product has been replaced or we reimburse you, all of our obligations under this Plan have been fulfilled in their entirety.

**Term of Coverage**: The term and coverage begin on the date of purchase and continue for the life of the service contract holder.

**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 purchase price of the covered product, including sales tax, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement, 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, including sales tax, as indicated on your sales receipt. In the event that the total of all authorized repairs exceeds the purchase price paid for the product,
including sales tax, or we replace the product, or we reimburse you for replacement of the product or the purchase price you paid for the product, including sales tax, 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 the covered product and the Plan are 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, CONSEQUENTIAL OR SECONDARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; 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 EXISTED OR OCCURRED 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, OR UNAUTHORIZED MODIFICATIONS OR ALTERATIONS;
4. DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL OR UNAUTHORIZED REPAIRS AND/OR PARTS;
5. DAMAGE COVERED BY ANY OTHER WARRANTY, INSURANCE OR SERVICE PLAN;
6. WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE MANUFACTURER’S WATER RESISTANCE GUIDELINES;
7. THIRD-PARTY ACTIONS, INSECT INFESTATIONS, FIRE, COLLISION, VANDALISM, AND THEFT;
8. LOSS OR DAMAGE DUE TO THE ELEMENTS, OR ACTS OF GOD;
9. LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION;
10. LOSS OR DAMAGE RESULTING FROM THE FAILURE TO FOLLOW MANUFACTURER’S OR RETAILER’S RECOMMENDED INSTRUCTIONS, OBTAIN INSPECTIONS, PREVENTATIVE MAINTENANCE, PERIODIC CHECKUPS AND/OR ANY OTHER MAINTENANCE AS REQUIRED BY THE MANUFACTURER’S WARRANTY OR RETAILER’S WARRANTY, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES OR TO MAINTAIN THE INTEGRITY OF THE PRODUCT;
11. INHERENT DEFECTS, ANY FAILURES, PARTS, AND/OR PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER’S WARRANTY OR ARE THE RESULT OF A RECALL REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS;
12. FLAWS IN GEMSTONES;
13. LOSS OF DIAMONDS, GEMSTONES, OR ANY OTHER PARTS OF THE COVERED PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE;
14. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT;
15. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER’S WARRANTY OR RETAILER’S RETURN POLICY;
16. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;
17. NON-FUNCTIONAL PARTS, AESTHETIC PARTS OR PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT 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; (18) DAMAGE CAUSED BY BATTERIES OR REPLACEMENT OF BATTERIES; (19) PRODUCTS THAT ARE LOST, STOLEN OR MYSTERIOUSLY DISAPPEAR; (20) DAMAGE INCURRED DURING TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION OR REMOVAL; (21) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (22) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (23) SERVICE WHERE NO PROBLEM CAN BE FOUND; (24) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS PLAN; (25) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, OR DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM; AND (26) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND OUTSIDE THE DISTRICT OF COLUMBIA.

Cancellation: You can cancel this Plan at any time for any reason by surrendering it to the retailer from whom you purchased this Plan during their store return period, or at any time by writing the administrator at P.O. Box 1818, Sterling, VA 20167-1818. This Plan may be cancelled by us or the administrator for any reason 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 the reason for cancellation. If the 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, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled 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, less the cost of any service received. 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, 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.

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 the Plan Obligor and administrator, as defined above; and (2) JCPenney Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

ARBITRATION AGREEMENT. Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, 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 TO WAIVE THE
RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS 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. Asurion 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.

(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 $10,000.00, 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. Asurion waives any right it 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 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.

**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 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:** 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:** In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the 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:** This Plan shall be non-cancelable by us or the administrator 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 provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan 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 Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** The arbitration agreement provision of this Plan is deleted and does not apply. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be 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 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 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. If this Plan is cancelled, we will not deduct the cost of any services received from your refund.

Item (5) in the What Is Not Covered section is deleted and replaced with the following: (5) Damage covered by the retailer’s warranty.

New Hampshire Residents: Contact us at 1-866-212-1971 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. The arbitration agreement provision of this Plan is subject to RSA 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 to obtain financing for the product.

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.

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 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.

**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.

**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 break of duties by you relating to the product of its use. 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. The arbitration agreement provision of this contract is amended as follows: (1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS; and (2) the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of paragraph (a) 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) J.C. Penney Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.


Administered by:

Asurion
P.O. Box 1340 • Sterling, VA 20167-8434 • 866-212-1971
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Customer Name__________________________ Customer Address__________________________

2-Year Jewelry & Watch

THIS PLAN IS A LEGAL CONTRACT BETWEEN YOU AND THE OBLIGOR. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION 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 THIS PLAN.

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 is 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. 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 20167; (3) “retailer” and “JCPenney”: refer to the retailer from whom you purchased the product and this Plan; (4) “breakdown”: refers to the mechanical or electrical failure which impedes 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(s) which you purchased concurrently with and is covered by this Plan; and (6) “you”, “your” and “service contract holder”: refer to the individual who purchased the product and this Plan or the approved transferee.
**Instructions**: You must keep this Plan and the sales receipt for the product; they are integral part of this Plan and you may be required to produce them to obtain service or replacement. This Plan, including the terms, conditions, limitations, exceptions, exclusions and the sales receipt identifying the coverage purchased, the length of the Plan, commencement date and product identification, constitute the entire agreement.

**Maintenance**: You must perform all maintenance required by the original manufacturer's warranty, including but not limited to inspection of the product by the retailer or the retailer's agent or under the terms of this Plan. For renewal Plans, you must present the covered product for inspection at the time of renewal.

**To Obtain Service**: If your product experiences a covered breakdown, return it to JCPenney or call Asurion twenty-four (24) hours a day, seven (7) days a week, at 1-866-212-1971 for instructions on obtaining repair, replacement of or reimbursement for your product. Please have your receipt available and be prepared to tell us which product needs service and the nature of the problem. All repairs must be authorized by Asurion in advance. We will not reimburse you for work done by unauthorized servicers or others. All claims must be reported within thirty (30) days after expiration of this Plan. Service under this Plan may void the manufacturer’s warranty of your product. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Foreign language assistance is available for your convenience.

**What is Covered**: This Plan covers parts and labor costs to repair your product resulting from a covered breakdown which is not covered under any insurance policy, other warranty or any other 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 covered breakdown. Depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. For depot service, this Plan also covers the cost of delivery of the product to the service center for repair or replacement. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including sales tax, as indicated on your sales receipt. 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. Once your product has been replaced or we reimburse you, all of our obligations under this Plan have been fulfilled in their entirety.

**Term of Coverage**: Your term and coverage begin on the date of purchase and continues for the period indicated on your sales receipt. For renewal Plans, term and coverage begin on the expiration date of the original Plan or the date you purchased this Plan, whichever occurs later, and continues for a period indicated on your sales receipt. 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 and your product has been delivered to you.
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 purchase price of the covered product, including sales tax, (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) reimbursement of the purchase price, including sales tax, as indicated on your sales receipt. In the event that the total of all authorized repairs exceeds the purchase price paid for the product, including sales tax, or we replace the product, or we reimburse you for replacement of the product or the purchase price you paid for the product, including sales tax, 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 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.

Replacement Products: We may, at our discretion, replace your product with a product with similar features that performs to the factory specifications of the original product.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; 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 EXISTED OR OCCURRED 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, OR UNAUTHORIZED MODIFICATIONS OR ALTERATIONS; (4) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL OR UNAUTHORIZED REPAIRS AND/OR PARTS; (5) DAMAGE COVERED BY ANY OTHER WARRANTY, INSURANCE 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, INSECT INFESTATIONS, FIRE, COLLISION, VANDALISM AND THEFT; (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) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO FOLLOW MANUFACTURER’S OR RETAILER’S RECOMMENDED INSTRUCTIONS, OBTAIN INSPECTIONS, PREVENTATIVE MAINTENANCE, PERIODIC CHECKUPS AND/OR ANY OTHER MAINTENANCE AS REQUIRED BY THE MANUFACTURER’S WARRANTY OR RETAILER’S WARRANTY, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES OR TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (12) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS PLAN; (13) INHERENT DEFECTS, ANY FAILURES, PARTS, AND/OR
PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER’S WARRANTY OR ARE THE RESULT OF A RECALL REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS; (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) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (19) NON-FUNCTIONAL PARTS, AESTHETIC PARTS OR PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT 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; (20) DAMAGE CAUSED BY BATTERIES OR REPLACEMENT OF BATTERIES; (21) PRODUCTS THAT ARE LOST, STOLEN OR MYSTERIOUSLY DISAPPEAR; (22) DAMAGE INCURRED DURING TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION OR REMOVAL; (23) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (24) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (25) SERVICE WHERE NO PROBLEM CAN BE FOUND; AND (26) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND OUTSIDE THE DISTRICT OF COLUMBIA.

Cancellation: You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return period, or at any time by writing the administrator at P.O. Box 1818, Sterling, VA 20167-1818. This Plan may be cancelled by us or the administrator for any reason 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 the reason for cancellation. If the 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, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled 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, less the cost of any service received. 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, 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.

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 the Plan Obligor and administrator, as defined above; and (2) JCPenney Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

ARBITRATION AGREEMENT. Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, 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 TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS 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. Asurion 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.

(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 $10,000.00, 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. Asurion waives any right it 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 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.

**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 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:** 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:** In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the 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:** This Plan shall be non-cancelable by us or the administrator 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 provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan 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 Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** The arbitration agreement provision of this Plan is deleted and does not apply. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be 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 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 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. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. Item (5) in the What Is Not Covered section is deleted and replaced with the following: (5) Damage covered by the retailer’s warranty.

**New Hampshire Residents:** Contact us at 1-866-212-1971 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. The arbitration agreement provision of this Plan is subject to RSA 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 increases 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 the product.

**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.

**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 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.

**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.

**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. 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. The arbitration agreement provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**
YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS; and (2) the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of paragraph (a) 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) JCPenney Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.


Administered by:

Asurion
P.O. Box 1340 • Sterling, VA 20167-8434 • 1-866-212-1971
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Customer Name________________________________ Customer Address________________________________