

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.

**Obligor:** The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is 875 North Michigan Ave Suite 1404, Chicago IL 60611, telephone 866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is 875 North Michigan Ave Suite 1404, Chicago IL 60611, telephone 866-856-3882.

**Definitions: Throughout this Plan the words** (1) "we", "us", or "our" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) Administrator refers to (a) National Electronics Warranty, 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 (a service warranty association) in FL, ("NEW" refers collectively to National Electronics Warranty, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1458, Sterling, Virginia, 20167; (3) "Walmart", "dealer" and "retailer" collectively refers to Walmart Stores, Inc. and/or Walmart.com; (4) "product" refers to the item which you purchased concurrently with and is covered by this Plan; (5) "you" and "your" refers to the individual who purchased the product and this Plan; (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials; (7) "Walmart Quality Guarantee": refers to a one year fine jewelry guarantee offered by Walmart and is wholly independent of coverage offered under this Plan.

**Instructions:** You must keep the receipt for this product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the receipt containing the length of this Plan, commencement date and product identification constitute the entire agreement.

**What is Covered for Jewelry Plans:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown and failures caused by: cracks, chips, scratches, dents, kinks, breaks, and thinning. We will repair or replace the product or reimburse you for pre-authorized repairs to or replacement of the product, at our discretion, when required due to a breakdown or failure which is not covered under any other warranty or service contract.

**What is Covered for Watch Plans:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown or failure caused by damage to the watch band, case, clasp, crown, crystal, inner movement and stem. Where the failure is limited to a watch band or strap, we may elect to replace either the complete watch or the band, at our discretion. We will repair or replace the product or reimburse you for pre-authorized repairs to or replacement of the product, at our discretion, when required due to a breakdown or failure which is not covered under any other warranty or service plan. Equivalent non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

**Term of Coverage:**

**Jewelry:** The term and coverage begins immediately following the Walmart Quality Guarantee and continues for a period of two (2) 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.

**Watches:** The term and coverage begins on your date of purchase and continues for a period of two (2) years. During the first thirty (30) days you may be required to return the product to the store to process your claim if your product experiences a breakdown. 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.

**To Make a Claim / How it works:** If your product fails, call **1-877-968-6391** to process your claim. Our Customer Care Representatives will process your claim and provide you with instructions which may include shipping your product to a repair depot. If shipping is required, we will pay for the cost of shipping your product to the point of repair and thereafter. Unauthorized repairs may not be covered. There is no deductible required to obtain service on your product. **You must call prior to receiving service.** Foreign language assistance is available for your convenience

**Limit of liability:** For any single claim of service, the limit of liability is the least of the cost of (1) the total of authorized repairs performed, up to the purchase price of the product, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs up to the price that you paid for the product, or (4) the

price that you paid for the product. In the event that the total of all authorized repairs exceeds the purchase price paid for the product, we replace the product with one with similar features, or we reimburse you for the purchase price paid for the product, we shall have satisfied all obligations owed under this Plan.

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.

**WHAT IS NOT COVERED:** (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN (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 PRODUCT MODIFICATIONS OR ALTERATIONS; (4) BREAKDOWNS DUE TO FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR RETAILER'S WARRANTY; (9) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (10) INHERENT PRODUCT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER (11) FLAWS IN GEMSTONES; (12) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (13) LOSS OF DIAMONDS, GEMSTONES OR 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; (14) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (15) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (16) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (17) WATCHES NOT ORIGINALLY COVERED BY A MANUFACTURER'S OR DISTRIBUTOR'S WARRANTY; (18) FOR WATCHES ONLY, COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE WATCH; (19) UNAUTHORIZED REPAIRS AND/OR PARTS; (20) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER OR PARTS FAILURE DUE TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (21) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (22) PREVENTATIVE MAINTENANCE; (23) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES); (24) COVERAGE FOR USED AND/OR SECOND-HAND PRODUCTS; (25) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR DISTRIBUTOR'S WARRANTY; (26) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS (27) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE PRODUCT MANUFACTURER'S WATER RESISTANCE GUIDELINES; (28) LOSS OF USE DURING THE PERIOD THE COVERED PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (29) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; AND (30) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION.

**No Deductibles:** No deductibles apply to the Plan

**Free transferability:** The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call (877) 968-6391. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** The Plan is not renewable.

**Cancellation:** This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to N.E.W. at Product Care Plan (Walmart), PO Box 1818, Sterling, VA 20167. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a 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 pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or N.E.W. 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 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.

**Insurance Securing this Plan:** This Plan is not an insurance policy, however, Our obligations under this Contract 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. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. 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 preformed, 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. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes.

**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 anytime 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. The following amends the Definitions section: (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials including those due to normal wear and tear.

**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.

**For Watches: Coverage begins after the store return policy of thirty (30) days.** 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. 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 Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: You may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. you may also cancel this Plan by surrendering it or providing written notice to N.E.W. at P.O. Box 1818, Sterling, VA 20167. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Contract. In the event you cancel this Plan after 30 days of receipt of this Plan, 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 N.E.W. may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or N.E.W. cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata premium. We or N.E.W. may not cancel this plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us.

**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 (46<sup>th</sup>) day after the date on which the Plan is returned to the provider.

**Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** You may process your claim twenty-four (24) hours a day, seven (7) days a week, by calling the Administrator. 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:** You may apply directly to the insurance company.

**Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. **Section 12 of the "What is not Covered" section of this Plan does not apply.**

**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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. 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.

**To obtain a large-type copy of the terms and conditions of this Plan, please call 1-877-968-6391**

Administered by:  
N.E.W.  
P.O. Box 1340 • Sterling, Virginia 20167 • (877) 968-6391