

# THREE-YEAR CARE PLAN

At Helzberg Diamonds®, we understand that a jewelry purchase is an investment in yourself or a loved one, so we stand behind your purchase with a guarantee that demonstrates we believe in the quality of our jewelry and value your continued business. Developed at the request of our customers, the Helzberg Diamonds Three-Year Care Plan is an extension of this commitment.

## HELZBERG DIAMONDS

### THREE-YEAR CARE PLAN TERMS & CONDITIONS

To protect and preserve your new jewelry and Three-Year Care Plan, you must follow the conditions outlined below. If you have any questions, please be sure to contact a Helzberg Diamonds store or Helzberg Diamonds' corporate headquarters located at 1825 Swift, North Kansas City, Missouri 64116-3671 or its customer service at 1-800-435-9237.

**Instructions:** Upon signup with Helzberg's Diamond Shops, LLC ("Helzberg Diamonds" or "Helzberg") and payment of the purchase price (shown on your receipt), your new jewelry will be covered under this Three-Year Care Plan (this "Plan"), which includes these terms and conditions and your Plan receipt. To ensure this protection and for this Plan to remain valid, any and all repairs or alterations must be serviced through a Helzberg Diamonds store.

**Repairs: To obtain Covered Repairs and Services under this Plan, bring your covered jewelry to a Helzberg Diamonds store and a Helzberg associate will perform and document any needed Covered Repairs and Services within Helzberg's records after Plan Verification (as such term is defined herein).** All Covered Repairs and Services are a part of the purchase price of this Plan. When we have completed the any Covered Repairs and Services, all you have to do is pick up the jewelry at the same store where you dropped it off. Please call 1-800-435-9237 for more information. "Plan Verification" means that a Helzberg associate has confirmed, to Helzberg's satisfaction, the jewelry presented by the customer is covered under this Plan by searching Helzberg's electronic records using customer-supplied information about the Plan purchaser, by verifying a proof of purchase presented by the customer (such as the Plan receipt), or by other means deemed acceptable to Helzberg.

**What Repairs and Services are Covered:** This Plan covers cleaning and all Covered Repairs and Services to the jewelry covered by this Plan. "Covered Repairs and Services" include the parts and labor necessary to fix problems that occur during normal usage of the jewelry, consistent with the conditions for which it was designed, and all costs covered under the original manufacturer's warranty. Depending on the type of jewelry for which this Plan coverage is purchased, this may include resizing of rings, the replacement of lost or damaged diamonds and gemstones (except as limited by the Addenda in this Plan and applicable state law), repair of worn or broken prongs, or similar repairs. Pre-existing conditions are covered by this Plan.

#### What Is Not Covered:

- Jewelry that has been damaged as a result of excessive or abusive treatment.
- Jewelry that has been repaired by a store or vendor other than Helzberg.
- Loss or theft of the jewelry.
- Damage resulting to the jewelry from loss, theft or Act of God, or any consequential damages or loss of use resulting from the broken or damaged jewelry, or from any delay in our repairing the jewelry.
- Shortening of diamond bracelets, reshanking of rings, restringing of pearls, clasp replacement, repair of broken chains, or repair of broken earring posts.

**Covered Product and Period:** This Plan gives you coverage for three (3) years from the date of purchase, subject to Plan Verification. This coverage applies only to the jewelry listed on the Plan receipt and is not transferable to other jewelry items purchased. This Three-Year Care Plan is not renewable.

**Transferable:** This Plan applies to the original customer, the original gift recipient of the jewelry, and subsequent gift recipients of the jewelry, so long as he or she is in possession of the jewelry and Helzberg confirms Plan purchase details through Plan Verification.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product of like kind and quality, (3) reimbursement for authorized repairs or replacement or (4) the purchase price you paid for the covered product, including appropriate sales tax. The total liability under this Plan is the purchase price you paid for the covered product, including appropriate sales tax. In the event that the total of all authorized repairs exceeds the purchase price paid for the covered product, including appropriate sales tax, we replace the covered product, or we reimburse you for replacement of the covered product or the purchase price you paid for the covered product, we shall have satisfied all of our obligations under this Plan.

**Cancellation:** Except as otherwise provided in an applicable Addendum to this Plan or applicable state law, and subject to Plan Verification, you may cancel this Plan at any time within 30 days after the date of purchase and receive a full refund of this Plan purchase price (less the amount of any claims made under this Plan prior to the date of cancellation) by returning the Plan to any Helzberg Diamonds store, or by calling 1-800-435-9237. Except where prohibited by applicable state law, Helzberg reserves the right to terminate or cancel this Plan in accordance with applicable state law in the event of your fraud or misrepresentation or your default under any of the terms and conditions applicable to your customer account with Helzberg or related financing.

**LTO Transactions:** Where the covered product was initially acquired under a Lease To Own (“LTO”) Transaction, any cash settlement or refund will be payable to the owner of the product at the time the settlement is made. The owner will be the lessor of the covered product under the LTO Transaction documents (the “Lessor”) if you have not yet acquired ownership of the property. In all other respects, the lessee of the covered product under the LTO Transaction documents (the “Lessee”) will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to Lessee. Any cash settlement or refund paid to the Lessor will be applied to reduce Lessee’s obligations under the LTO Transaction. Any amount in excess of the balance due to purchase the item under the LTO Transaction will be payable to the Lessee by the Lessor. Any owner obligations related to maintenance of the covered product shall be the responsibility of the Lessee during the term of any LTO Transaction except as provided by law. Any reference in this Plan to “purchased,” “sold,” or similar terms shall include the term “leased” and its derivatives. Any reference in this Plan to “purchaser” shall mean the Lessee and not the Lessor. This Section will not apply unless the Lessor is indicated on the sales receipt.

**Entire Agreement:** The above terms, together with any applicable Addenda, constitutes the entire terms and conditions of this Plan and no such terms or conditions may be amended without the mutual written agreement of both parties. Helzberg's obligations under this Plan are backed by its full faith and credit, and may also be backed by additional security to the extent required by applicable law. The receipt attached to this Plan or provided to customer electronically contains the Plan number and covered product description, and such receipt is incorporated into this Plan by reference. Helzberg reserves the right to require proof of purchase of this Plan at any time. The obligor, or service contract provider, is Helzberg's Diamond Shops, LLC. Helzberg Diamonds' corporate office address is 1825 Swift, North Kansas City, MO 64116.

#### **CALIFORNIA ADDENDUM**

You may cancel this Plan and receive a full refund of this Plan purchase price at any time within sixty (60) days after the date of purchase by complying with the terms of the Cancellation provision above. In addition, this Plan may be cancelled at any time during its term; provided, however, if you cancel this Plan after the first sixty (60) days of the coverage period, then, subject to Plan Verification, Helzberg will refund to you a pro-rata portion of the purchase price (less the amount of any claims made under this Plan prior to the date of cancellation) based on the following calculation:

A time period of 3 years will be used to calculate a pro-rata refund. To calculate the month in which coverage began under this Plan, it will be considered a month only if this Plan was purchased before the

15th of such month. The month in which this Plan was cancelled will be considered a covered month only if it is cancelled after the 15th of such month. Pro-rata refunds will be given based on the number of months remaining in the extended warranty period, divided by 36, multiplied by the original selling price. For example, a \$179.99 plan purchased on January 7 and returned on July 7 of the same year, would have 30 months remaining out of 36, so the calculation would be  $30/36 \times \$179.99$ , to arrive at a refund amount of \$149.99 (less the amount of any claims made under this Plan prior to the date of cancellation).

#### **FLORIDA ADDENDUM**

The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. In the event you cancel this Plan, your return of premium shall be based upon 90% of unearned pro-rata premium less any claims that have been paid or the cost of repairs made on your behalf to the covered jewelry. In the event this Plan is cancelled by Helzberg, return of premium shall be based upon 100% of unearned pro-rata premium less any claims paid or the cost of repairs made on your behalf to the covered jewelry.

#### **GEORGIA ADDENDUM**

Cancellation of this Plan will comply with Section 33-24-44 of the Code of Georgia. This is not a contract of insurance. Helzberg's obligations under this Plan are insured by a bond with Hartford Fire Insurance Company. If you file a claim under this Plan and Helzberg fails to pay or provide service within sixty (60) days of filing such claim, you may submit your claim in writing and a copy of this Plan and the sales receipt for the product to The Hartford Fidelity & Bonding (BOND) Hartford Plaza, 690 Asylum Avenue, Hartford, CT 06155. Please see the combined Addendum for AZ, CO, GA, IL, NM, NV, TX and WI for more information applicable to Georgia Plans.

#### **ARIZONA | COLORADO | GEORGIA | ILLINOIS | NEW MEXICO | NEVADA | TEXAS | WISCONSIN ADDENDUM**

This Plan may be cancelled at any time during its term; provided, however, if you cancel this Plan after the first thirty (30) days of the coverage period, then, subject to Plan Verification, Helzberg will refund to you a pro-rata portion of the purchase price based on the following calculation:

A time period of 3 years will be used to calculate a pro-rata refund. To calculate the month in which coverage began under this Plan, it will be considered a month only if this Plan was purchased before the 15th of such month. The month in which this Plan was cancelled will be considered a covered month only if it is cancelled after the 15th of such month. Pro-rata refunds will be given based on the number of months remaining in the extended warranty period, divided by 36, multiplied by the original selling price. For example, a \$179.99 plan purchased on January 7 and returned on July 7 of the same year, would have 30 months remaining out of 36, so the calculation would be  $30/36 \times \$179.99$ , to arrive at a refund amount of \$149.99.

#### **MISSOURI ADDENDUM**

Helzberg's obligations under this Plan are not guaranteed under a reimbursement insurance policy.

#### **NEW YORK ADDENDUM**

This Plan does not cover the replacement or repair of chipped gemstones.

#### **SOUTH CAROLINA ADDENDUM**

In the event of a dispute with Helzberg regarding this Plan, you may contact that South Carolina Department of Insurance, Capitol Center, 1201 Mail Street, Suite 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

#### **TEXAS ADDENDUM**

If you cancel this Plan and are owed a refund under the terms and conditions hereof and Helzberg fails to satisfy its obligation to you before the 46th day after you give proper notice of cancellation, you are entitled to collect a monthly penalty in the amount of 10% of the amount that remains outstanding. If you have unresolved complaints regarding Helzberg or questions about the regulation of service contract providers, you may address them to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, (512) 463-6599. Please see the combined Addendum for AZ, CO, GA, IL, NM, NV, TX and WI for more information applicable to Texas Plans.

**VIRGINIA ADDENDUM**

If any promise made in this Plan has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

**WISCONSIN ADDENDUM**

THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Helzberg may cancel this Plan only for your nonpayment of the purchase price for this Plan, your material misrepresentation to Helzberg, or your substantial breach of duties relating to the covered product or its use.

If Helzberg cancels this Plan, you will receive a written notice by mail at your last known address contained in Helzberg's records. You will receive the notice at least 5 days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

If Helzberg cancels this Plan for a reason other than nonpayment of the purchase price for this Plan, you will receive a 100% refund of the unearned pro-rata purchase price, less any claims paid. Your right to cancel this Plan is not transferable and will apply only to the original Plan holder. Helzberg may charge an administrative fee of 10% of the purchase price you paid for this Plan if you cancel this Plan. If Helzberg fails to pay or credit a refund within 45 days after the return of this Plan as described above, Helzberg will pay a 10% per month penalty of the refund amount outstanding which will be added to the amount of the refund. Please see the combined Addendum for AZ, CO, GA, IL, NM, NV, TX and WI for more information applicable to Wisconsin Plans.