

## Helzberg 3-Year Watch Care Plan JM CARE PLAN TERMS & CONDITIONS

Provider: JM Care Plan, Inc.

24 Jewelers Park Drive

Neenah, WI 54956

Telephone: 1-800-582-4916

[www.JMCarePlan.com](http://www.JMCarePlan.com)

Customer Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Store Name: \_\_\_\_\_ Store Location: \_\_\_\_\_  
 Store Number: \_\_\_\_\_ Sales Associate: \_\_\_\_\_  
 Product Price: \_\_\_\_\_ Plan Price: \_\_\_\_\_  
 Purchase Date: \_\_\_\_\_ Plan Termination Date: \_\_\_\_\_  
 Transaction Number: \_\_\_\_\_  
 Covered Product Description: \_\_\_\_\_

**Agreement:** This is not a contract of insurance. This document describes the protection You have purchased for Your Product and is referred to as the "Plan." This Plan, including its terms, conditions, limitations, exceptions, exclusions, and Plan Purchase Receipt, constitutes the entire agreement between Us and You, and no representation, promise or condition not contained herein can modify these items, except as required by law.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy provided by Jewelers Mutual Insurance Company, SI, 24 Jewelers Park Drive, Neenah, WI 54956, 1-888-884-2424. If a covered claim or refund is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

**Definitions: Throughout this Plan, the following words have the stated meaning.**

1. "We", "Us", "Our", "Provider", or "Obligor" means the party obligated to provide service under this Plan as the Plan provider, JM Care Plan, Inc., 24 Jewelers Park Drive, Neenah, WI 54956, 1-800-582-4916.
2. "You", "Your" means the original purchaser of the Product and this Plan, or the person whom this Plan is transferred to pursuant to the transfer terms of this Plan.
3. "Claim" means Your demand for services in accordance with this Plan.
4. "Plan Purchase Price" means the amount paid by You for this Plan (including any applicable taxes and/or fees), as indicated on Your sales receipt/invoice and on the first page of this document.
5. "Plan Purchase Receipt" means the sales receipt/invoice document (paper or email) provided to You as proof of Your Plan purchase.
6. "Product(s)" means the item(s) which You purchased and is/are covered under this Plan, as indicated on Your Plan Purchase Receipt and the first page of this document.
7. "Retailer" means a merchant that has been authorized by Us to sell this Plan to You.
8. "Term" means the period of time in which the provisions of this Plan are valid as indicated on the first page of this document.

**Maintenance and Inspections:** You must ensure that all required care, maintenance, and inspection services specified in the Product's original manufacturer's warranty and/or owner's manual are performed when and as required.

**Term of Coverage:** For **Jewelry**: Term and coverage begin on the Product purchase date and continue for the Term shown on Your Plan Purchase Receipt of three (3) years. For **Watches**: Term and coverage begin on the covered product purchase date and continue for the Term shown on Your Plan Purchase Receipt of three (3) years.

**What is Covered:** In the event of an eligible Claim, We agree to provide the services outlined below as applicable to Your Product. Restoration services may be provided in the form of repairs, replacement, or reimbursement; at Our sole discretion and subject to the Limit of Liability provision of this Plan.

1. **Jewelry (Other than Watches):** For jewelry Products, coverage under this Plan includes:
  - Restoration services required as a result of breakage due to faulty workmanship or as a result of damage due to normal wear; such as: resetting of gemstones or diamonds; bent, broken or worn prongs; thinning or cracked ring shanks; broken clasps, bracelets or chains; broken or stretched pearl strands; broken earring backs or posts; gouges or discoloration; knotted or kinked bracelets and/or chains.
  - Refinishing and polishing; rhodium plating white gold; and chain soldering.
  - Replacement of cracked or chipped stones (including center stones).
  - Replacement of missing side or accent stones.
  - Loss of diamonds or gemstones due to a defective setting.
  - Ring soldering to another ring (does not include additions or enhancements to a covered ring).
  - Ring re-sizing of a ring Product. Subject to a sixty (60) day waiting period beginning on Your Plan purchase date.
2. **Watch Products:** For watch Products, coverage under this Plan includes:
  - Restoration services required as a result of breakage due to faulty workmanship or as a result of damage due to normal wear; such as: mechanism failure; crystal scratches or breaks; case or bezel damage; broken watch band; broken stem or crown;

- broken clasps.
- Rips or tears in leather or rubber watch strap up to one (1) time per 12-consecutive months from Plan purchase date.
- Dents on silver-tone, stainless steel, or metal watch bands (up to one (1) refurbishment per 12-consecutive months from Plan purchase date).
- Water damage to water-resistant watches.
- Battery Replacement up to one (1) replacement per 12-consecutive months from Plan purchase date

Coverage described in this Plan will not replace or provide duplicative benefits to any benefit available under a manufacturer's, designer's or retailer's Product warranty. While any such warranty is in effect, any and all costs for parts, labor and/or shipping are the responsibility of the applicable retailer, manufacturer or designer and are not covered under this Plan.

Non-original manufacturer's parts may be used for repair of the Product if the manufacturer's parts are unavailable or more costly. At Our discretion, We may require that You return the Product to Us as a condition to receiving a replacement product or reimbursement.

**To Obtain Service:** If Your Product breaks return it to the Retailer or contact the Provider at 24 Jewelers Park Drive, Neenah, WI 54956 or 1-800-582-4916 (24 hours a day, seven days a week) for instructions on obtaining repair, replacement of or reimbursement for Your Product under this Plan. If You are unable to return to the Retailer, the Plan will pay for the shipping costs required to ship Your Product to and from Our authorized service center. At Our sole discretion, in lieu of repair, We may provide You with a replacement product up to the Limit of Liability.

**PLEASE NOTE:** *The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Plan. In order for a Claim to be considered, You must first contact the Retailer. If the Retailer is unavailable, contact the Provider for Claim approval.*

In the event the Plan Term expires while an approved Claim is being processed, Your coverage will be automatically extended until the date when the Claim has been fulfilled completely in accordance with the terms and conditions of the Plan.

**Your Responsibilities:** If You suspect damage or breakage of Your product, You have a duty to protect against further damage. Prior to service, You are responsible for backing up any software, data, and personal files residing on the Product.

**Limit of Liability:** During Your Plan Term, what We will pay in connection with all Claims pursuant to this Plan will not exceed:

1. The accumulation of costs for Product repairs and/or services equal to the purchase price, including tax, for the Product;
2. A one-time replacement of the Product with a product of like kind and quality; or
3. A one-time reimbursement equal to the purchase price, including tax, of the Product.

**Once any of these limits have been met, We will have satisfied all of Our obligations under this Plan. There is no deductible for repairs that do not exceed Our liability. You are responsible for any amount that exceeds Our Limit of Liability. Coverage under this Plan will not extend to any Product replacement; if You would like coverage, You must purchase another Plan.**

**Transfer:** If You wish to transfer this Plan to a different owner along with Your Product, the new Product owner must be provided and retain the Plan Purchase Receipt.

**WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:**

- A) Any and all pre-existing conditions that occur prior to the effective date of this Plan, including scratches on pre-owned watches.
- B) Scratches covered on the watch bracelet or clasp that does not impede the functionality of the product.
- C) Any Claim for what is not a covered item or service as specifically outlined in the "What is Covered" section.
- D) Any Claim which has not received prior authorization from the Provider.
- E) Repair, adjustment, manipulation, modification or any similar service to any component of the Product performed by anyone other than a Retailer or service center authorized by the Provider.
- F) Inherent Product defects.
- G) Flaws in diamonds or gemstones.
- H) Loss of diamonds, gemstones, or any other such parts of the Product unless such loss was caused by a defect in workmanship and/or materials, without any undue stress or damage.
- I) The abuse (*meaning, the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), misuse, negligence, intentional harm or similar mistreatment of or to the Product.
- J) Theft or loss of the covered Product; regardless of cause.
- K) Any incidental or consequential damages, including but not limited to: property damage, fines, lost time, lost contracts/agreements or lost income resulting from or related to any Claim (regardless of whether or not the Claim itself is considered to be covered under the terms and conditions of this Plan), including any damages resulting from a pre-existing condition known to You prior to the purchase of this Plan or any inherent Product flaws or any damages claimed under implied warranties of merchantability and fitness for a particular purpose.
- L) Any kind of designer, manufacturer or retailer recall or rework order on the Product which any such party is responsible for providing, regardless of such party's ability to pay for its obligations.
- M) Operation/use of Product outside of the manufacturer instructions or environmental specifications.
- N) Water damage if used under conditions which exceed the manufacturer's water resistance guidelines.
- O) Loss or damage to software programs or user data.

- P) Failure to obtain required inspections or maintenance services for the Product.
- Q) Routine maintenance and/or inspection services, except as provided under What is Covered.
- R) Any service or replacement outside of the United States of America, its territories, or Canada.

**Cancellation:** You may cancel this Plan at any time by informing the Provider of Your cancellation request.

- o **If Your cancellation request is within 30 days of the Plan purchase date and no claims have been made**, You will receive a 100% refund of the Plan Purchase Price paid by You.
- o **If Your cancellation request is made after 30 days of the Plan purchase date or if a claim has been made**, You will receive a pro-rata refund of the Plan Purchase Price paid by You, minus any Claims paid by Us.
- o **We may only cancel this Plan for the following reasons:** (A) Non-payment of the Plan Purchase Price by You; (B) Fraud or material misrepresentation by You; or (C) Substantial breach of duties under this Plan by You in relation to the Product or its use.

If We cancel this Plan, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file, with the reason for and effective date of such cancellation. If We cancel this Plan, You will receive a pro-rata refund based upon the same criteria as outlined above.

#### **Arbitration Agreement: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS**

Most of Your concerns about this Agreement can be addressed simply by contacting Us at 1-800-582-4916. In the unlikely event We cannot resolve any disputes, including any claims under the Agreement, that You or We may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Agreement or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Agreement was entered into by You and Us or that arises after this Arbitration Agreement or Agreement is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: 24 Jewelers Park Drive, Neenah, WI 54956. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within 30 days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: 24 Jewelers Park Drive, Neenah, WI 54956. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for \$10,000 or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or \$7,500, whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have

the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

## State Exceptions

**Any provision within this Plan which conflicts with the laws of the state where You live will be modified in conformity with applicable state laws and regulations as set forth below.**

**Alabama:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**Arizona:** WHAT IS NOT COVERED: We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Plan which occurred while owned by You. Section A is deleted and replaced as follows: Any and all pre-existing conditions that occur prior to the effective date of this Plan, unless such conditions were known or should reasonably have been known by Us or the Retailer. CANCELLATION is amended as follows: If Your cancellation request is received at any time prior to the expiration date, We will refund the remaining pro-rata Plan Purchase Price, regardless of any prior Claim rendered under this Plan.

**Arkansas:** Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**California:** CANCELLATION is amended as follows: This Plan may be cancelled by You for any reason, including, but not limited to, the Product covered under this Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Plan, and Your cancellation notice is received by Us within sixty (60) days, of the date You received the Plan and no claims have been paid, You will be refunded the full Plan Purchase Price. If You have made Claims against the Plan or cancellation notice is received by Us after sixty (60) days from the date You purchased this Plan, You will be refunded a pro-rated amount of the Plan Purchase Price. In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 30 days of cancellation or a ten (10) percent penalty per each additional 30 days or fraction thereof shall be added to the refund. The Plan providers registration number is 82.

**Colorado:** Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. In the event we cancel for nonpayment by You, we shall not provide a refund.

**Connecticut:** In the event of a dispute with Provider, 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 Plan Purchase Price of the Product, the cost of repair of the Product and a copy of the Plan. CANCELLATION is amended as follows: This Plan may be cancelled by You if the Product covered under this Plan is returned, sold, lost, stolen or destroyed.

**Florida:** The Plan provider in Florida is JM Care Plan Services, Inc., 24 Jewelers Park Drive, Neenah, WI 54956. 1-800-582-4916. The rates charged to You for this Plan are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Plan by informing the Retailer or Provider of Your cancellation request. In the event the Plan is canceled by You, return of the Plan Purchase Price shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Plan is canceled by the Provider, return of the Plan Purchase Price shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. Upon request, the refund shall be remitted by check.

**Georgia:** This Plan will be interpreted and enforced according to the laws of the state of Georgia. CANCELLATION is amended as follows: The Provider may only cancel this Plan for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Plan, We will provide written notice to You at least 30 days prior to the effective date of the cancellation. If the refund does not accompany Our notice of cancellation, it shall be made on or before the cancellation date. If You do not receive your refund either in the notice of cancellation or by the date of cancellation, A ten (10) percent penalty per month will be added to a refund that is not paid or credited within 45 days after return of the contract to the issuer. WHAT IS NOT COVERED: Section A is amended as follows: Any and all pre-existing conditions known to you that occur prior to the effective date of this Plan, including scratches on pre-owned watches. WHAT IS NOT COVERED – This Plan will not become void if You make unauthorized repairs. However, this Plan will provide no coverage for unauthorized repairs. Nothing contained in the Arbitration Agreement provision shall affect your right to file a direct claim under the terms of this Plan against Jewelers Mutual Insurance Company pursuant to O.C.G.A. 33-7-6.

**Hawaii:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month



shall be added to the refund.

**Illinois CANCELLATION** is amended as follows: If You cancel within 30 days of the Plan purchase date and no claims have been made, You will receive the full refund of the purchase price, less any cancellation fee which shall not exceed the lesser of 10% of the contract price or \$50. If You cancel this Plan after 30 days, You will receive a pro rata refund, less any Claim rendered under this Plan and a cancellation fee.

**Indiana:** This Plan is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Plan shall be considered proof of payment to Us.

**Maine:** Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**Maryland:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. The term of this contract is extended automatically if We fail to perform services under the contract and does not terminate until the services are provided in accordance with the terms of this contract.

**Massachusetts:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**Minnesota:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. In the event of cancellation by Us for reasons of nonpayment, material misrepresentation by You, or a substantial breach in duties by You, we will only provide five (5) days' notice.

**Missouri:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. If we do not refund You within 45 days of cancellation, a ten (10) percent penalty per month shall be added.

**Nevada:** This Plan is not renewable. In the event You are not satisfied with the manner in which the Provider is handling a Claim under this Plan, You may contact the Nevada Division of Insurance at 888-872-3234. In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for the following acts by You: (1) Non-payment of the Plan Purchase Price; (2) conviction of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by You in obtaining the Plan or in presenting a Claim; or (4) discovery of either an act or omission or a violation of any condition of the Plan if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan. **WHAT IS NOT COVERED** – This Plan will not become void if You make unauthorized repairs. However, this Plan will provide no coverage for unauthorized repairs.

**New Hampshire:** In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261. In no event will We deduct Claims paid from any refund due.

**New Jersey:** In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**New Mexico:** We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for the following acts by You: (1) Non-payment; (2) discovery of fraud or material misrepresentation by You, or; (3) a substantial breach of duties by You relating to the Product or its use. If We cancel Your Plan, You will be entitled to a pro-rata refund of the unearned Plan Purchase Price. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 60 days of cancellation or a ten (10) percent penalty will be added for each 30 day period or portion thereof. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

**New York:** In no event will We deduct Claims paid from any refund due. You may, within twenty (20) calendar days of mailing of this Plan, or ten (10) days if delivered at time of sale, reject and return this Plan. Upon the return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Plan. This provision applies only to the original purchaser. No notice of cancellation is required in the event We cancel the Plan for reasons of nonpayment, material misrepresentation, or a substantial breach of duties by You.

**North Carolina:** We may only cancel this Plan for non-payment of the Plan Purchase Price or a direct violation of the Plan by You.

**Oklahoma:** The Plan provider in Oklahoma is JM Care Plan Services, Inc., 24 Jewelers Park Drive, Neenah, WI 54956. 1-800-582-

4916. OK License No. 502893658. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel this Plan after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Plan Purchase Price shall be based upon ninety percent (90%) of the unearned pro-rata Plan Purchase Price less the actual cost of any service provided under the Plan.

**Oregon:** In no event will We deduct Claims paid from any refund due. Any disputes under this Plan shall be submitted to arbitration pursuant to the terms of the Arbitration Agreement stated herein only upon mutual agreement between Us and You at the time of dispute. If mutual agreement is not reached, the dispute shall be resolved through an action in small claims court rather than in a court of general jurisdiction. 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:** In the event of a dispute with the Obligor of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (800) 768-3467. In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. No notice is required if We cancel for nonpayment, material misrepresentation by You, or substantial breach of duties by You.

**Texas:** If you have any questions regarding the regulation of the Plan Provider or a complaint against the Provider, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. If we do not refund You within 45 days of cancellation, a ten (10) percent penalty per month shall be added to Your refund. However, prior notice is not required if the reason for cancellation is nonpayment of the Plan Purchase Price, fraud or a material misrepresentation by You to the provider, or a substantial breach of duties by You relating to the Product or its use.

**Utah:** 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 Property and Casualty Guaranty Association. CANCELLATION is amended as follows: We can cancel this Plan during the first sixty (60) day of the Plan by mailing to You a notice of cancellation at least 30 days prior to the effective date of the cancellation except that We may cancel this Plan during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of the cancellation for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when selling You the Plan or (c) substantial breach of duties under this Plan by You in relation to the Product or its use. TO OBTAIN SERVICE is amended to include the following: In the event the Provider fails to pay or provide service on a claim within 60 days after proof of loss has been filed, You are entitled to file a claim directly with the Insurance Company. ARBITRATION is amended as follows: ANY MATTER IN DISPUTE BETWEEN YOU AND THE PROVIDER MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE PROVIDER. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE PROVIDER. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Virginia:** If any promise made in the contract 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.

**Washington:** The Plan provider in Washington is JM Care Plan Services, Inc., 24 Jewelers Park Drive, Neenah, WI 54956. 1-800-582-4916. The State of Washington is the jurisdiction for any civil action in connection with this Plan. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the “WHAT IS NOT COVERED” section of this Plan. CANCELLATION is amended as follows: If We cancel this Plan, We will provide written notice to You at least 21 days prior to the effective date of the cancellation. In no event will We deduct Claims paid from any refund due. Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If Your refund is not paid within forty-five (45) days after Your cancellation request to Us, We will pay a ten percent (10%) per month penalty of the refund amount outstanding which We will add to the amount of the refund. If We become insolvent or otherwise financially impaired You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

**Wyoming:** Any refund due for a cancellation request made within 30 days of the Plan purchase date if no claim has been made will be paid within 45 days of cancellation or a ten (10) percent penalty per month shall be added to the refund. Any disputes under this Agreement shall be submitted to arbitration pursuant to the terms of the Arbitration Agreement stated herein only upon mutual agreement between Us and You at the time of dispute. If mutual agreement is not reached, the dispute shall be resolved through an action in small claims court rather than in a court of general jurisdiction.

**THANK YOU FOR YOUR BUSINESS!**