

instructions, or unauthorized modifications or alterations while owned by you;"

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The first sentence of the Cancellation provision is deleted and replaced with the following: "You can cancel this Plan for any reason, including if the product is returned, sold, lost, stolen or destroyed by surrendering it to the retailer from which you purchased this Plan during their store return policy period, or at any time and for any reason by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. The following is added to the To Obtain Service provision: "In-home service is not available under this Plan." 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 us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The 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: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to its expiration, we will not deduct the cost of any service received from your refund. 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 of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision 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 waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the Arbitration Agreement provision of this Plan 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: If the Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. 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. The following language is added to item (3) of the **WHAT IS NOT COVERED** section: "if the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Item (5) in the **WHAT IS NOT COVERED** section is deleted and replaced with the following: "Damage covered by any retailer's or manufacturer's warranty." If we fail to pay the cancellation refund as stated in the Cancellation provision the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 800-460-8184 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

New Hampshire Residents: Contact us at 800-460-8184 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, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

New Jersey Residents: This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

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. Item (6) of the **WHAT IS NOT COVERED** provision is amended as follows: "Third-party actions, fire, collision, vandalism or theft." Oklahoma license number: 862590.

Oregon Residents: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this arbitration agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and Helzberg Diamonds and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 800-460-8184. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS

REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

South Carolina Residents: Contact us at 800-460-8184 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. 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 us. 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 Guaranty Association. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by this Plan. The second sentence in the Cancellation provision is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.

Virginia Residents: Contact us at 800-460-8184 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

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. The second and third sentences of the second paragraph of the Arbitration Agreement provision of this contract are replaced with the following: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER SIMILAR PROCEEDINGS;** and (2) the phrase "and is governed by the Federal Arbitration Act." in the first sentence of subparagraph (a) of the Arbitration Agreement provision of this contract 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) the retailer from which you purchased this Plan.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-8434 • 800-460-8184
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EXTENDED CARE PLAN

FOR YOUR WATCH

HELZBERG
DIAMONDS®

Customer Name: _____ Customer Address: _____

HD10008WE(06/24)

WE, THE ADMINISTRATOR OR THE SELLER FROM WHICH YOU PURCHASED THE PRODUCT COVERED BY THIS PLAN MAY MAKE AVAILABLE ADDITIONAL PRODUCTS AND SERVICES AT A DISCOUNT FROM TIME TO TIME, FOR YOUR CONSIDERATION.

THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT 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 THE SERVICES OFFERED BY THIS PLAN. THIS IS NOT A CONTRACT OF INSURANCE.

Obligor: The company obligated under the Plan in all states and the District of Columbia, except Florida, is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

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 the District of Columbia, except in Florida; (b) Asurion Service Plans of Florida, Inc., in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, telephone 800-460-8184 ; (3) **“retailer”** refers to the retailer from which you purchased the product and is the seller of this Plan; (4) **“breakdown”** refers to the mechanical or electrical failure of the products which impede the functionality of the product caused by: (a) defects in materials and/or workmanship, or (b) normal wear and tear to include re-rhodium of white metals; (5) **“product”** refers to the consumer item which you purchased concurrently with this coverage and is covered by this Plan; (6) **“you”** and **“your”** refers to the individual who purchased the

product and this Plan.

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