



## **EXTENDED SERVICE CONTRACT - JEWELRY**

### **CONGRATULATIONS**

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a New Leaf Service Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Dealers Alliance Corporation, and you, the purchaser. However, if you are a resident of Maine, Missouri or New Jersey, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of California, this Plan is an agreement between the Obligor/Provider of this Plan, Dealers Alliance Corporation, and you, the purchaser. If you are a resident of Florida, this Plan is an agreement between the Administrator/Obligor, Dealers Assurance Company (Florida License # 96-34-6513705), 3518 Riverside Drive, Upper Arlington, OH 43221, and you, the purchaser. In Arizona, California, Florida, Iowa, Louisiana, Minnesota, Missouri, Nebraska, New Mexico, Nevada, Virginia and Washington, "We", "Us" and "Our" refers to Dealers Assurance Company, in all other states "We", "Us" and "Our" refers to New Leaf Service Contracts, LLC.

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator/Obligor, We will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

### **PRODUCT ELIGIBILITY**

**Maintenance and Inspections:** You must perform all of the care and maintenance for the Product as required by any applicable underlying warranties/guarantees to maintain the Product in usable and wearable condition, as provided in said warranties/guarantees; including but not limited to, inspection of the Product by Us or the original retailer or their agent. Damage resulting from failure to comply with recommended services and/or maintenance under such warranties/guarantees is not covered by this Service Agreement. All care, maintenance, and inspection services must be performed by the original retailer or their agent, or by a service center authorized by Us, for coverage under this Service Agreement to be valid; otherwise, THIS SERVICE AGREEMENT WILL BECOME VOID.

### **COVERAGE**

**WHAT IS COVERED:** We agree to provide the necessary materials and labor costs to repair Your Product to a usable and wearable condition; provided, such repair is necessitated by Product wear during normal usage of the Product or from accidental damage from handling ("ADH"), and under the conditions for which it was designed. At Our sole discretion, We may repair the Product, reimburse You for authorized repairs, or replace the Product; provided, the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. Materials used to repair or replace Your Product may be non-original manufacturer parts of like kind and quality. Nothing herein shall obligate Us to repair or replace materials resulting from excessive or abusive treatment of the covered Product other than normal wear and tear or ADH. This Service Agreement does not replace, but supplements, any other warranties/guarantees applicable to the covered Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any of the losses, set forth in the sections entitled "**WHAT IS NOT COVERED**".

- 1. Jewelry Plan:** If You purchased the Jewelry Plan, coverage includes necessary materials and labor costs to repair Your Product to a usable and wearable condition; provided, such repair is necessitated by Product wear during normal usage of the Product and under the conditions for which it was designed. Coverage also includes the following services for Your Product: ring sizing; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting Product diamonds and gemstones; repair of chipped or cracked stones (including center stones); and replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of .50 carat, due to a defect in the setting.

**2. Watch Plan:** If You purchased the Watch Plan, coverage includes necessary materials and labor costs to repair Your Product to a usable and wearable condition; provided, such repair is necessitated by Product wear during normal usage of the Product and under the conditions for which it was designed. Coverage also includes battery replacement and replacement for loss of stones from bezel up to a maximum of .10 carat.

**WHAT IS NOT COVERED:** (1) incidental or consequential damages or loss of use resulting from the broken or damaged product; (2) any and all pre-existing conditions that occur prior to the effective date of this contract; (3) damage from 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, or failure to follow the manufacturer's instructions; (4) water damage if used under conditions which exceed the product manufacturer's water resistance guidelines; (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) preventative maintenance; (9) inherent defects that are the responsibilities of the manufacturer; (10) flaws in gemstones; (11) loss of diamonds or any other gemstones of the covered jewelry product over .50 carat; (12) unauthorized repairs and/or parts; (13) parts failure due to a manufacturer recall regardless of the manufacturer's ability to pay for such repairs; (14) accessories used in conjunction with a covered product; (15) loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; (16) damage or loss resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty; (17) periodic checkups and/or maintenance as directed by the manufacturer; (18) products with removed or altered serial numbers; (19) service that occurs outside the fifty (50) United States of America and the District of Columbia; (20) any product used in a commercial setting or rental basis; (21) rust or corrosion on any covered part and failures as a result of rust or corrosion; (22) loss or damage resulting from failure to provide manufacturer's or retailer's recommended maintenance; and (24) products that are lost and/or mysteriously disappear.

### **TERM OF COVERAGE**

Coverage commences from the date You purchase Your product, for a duration of two (2) years. This Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any materials, labor or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the shortest portion of the manufacturer's original or factory-refurbished materials and/or labor warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement materials and/or labor necessary to restore Your covered Product to standard manufacturer's condition. This Service Agreement is considered void if the Product is used as a trade-in toward another item; a new Service Agreement will need to be purchased on the new item.

### **DEDUCTIBLE**

There is no Deductible required to obtain service on Your Product.

### **LIMIT OF LIABILITY**

For any single claim, the limit of liability under this Plan is the lesser of (1) cost of authorized repairs, (2) cost of product replacement with a product with comparable performance, (3) cost of reimbursement for repairs or replacement authorized in advance by New Leaf Service Contracts, LLC or (4) the price that you originally paid for the product. **UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT COVERED.** In the event that the total of any and all authorized repairs and other coverage (e.g. food spoilage, surge protection reimbursement, rental reimbursement, etc.) exceeds the purchase price paid for the product, or we replace the product, we shall have satisfied all of our obligations under this Plan.

### **SERVICE LOCATION**

**On-site Service:** If your Plan provides on-site service and your product needs repair, call 1.855.624.2512 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 50-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

### **CARRY-IN SERVICE**

If your Plan provides carry-in service and your covered product needs repair, call 1.855.624.2512 to arrange service. While most products can be repaired locally, some products, due to their sensitive, nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting your product to the designated service center. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

## **IF YOUR PRODUCT NEEDS REPAIR**

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call the Administrator/Obligor at 1.855.624.2512 (available 24 hours a day) to obtain authorization prior to having repairs made. For on-line service log onto [www.trynewleaf.com](http://www.trynewleaf.com). For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- Do not return the covered product to your retailer unless so instructed by the Administrator/Obligor.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

## **IMPORTANT CONSUMER INFORMATION**

If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221, 1-800-282-8913. Please enclose a copy of your Plan and proof of product purchase. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator/Obligor in writing or call 1.855.624.2512 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date.

The Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall the retailer, Administrator/Obligor, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Plan is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

## **OUR RIGHT TO RECOVER PAYMENT**

If you have a right to recover against another party for anything we have paid under the Plan, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.

## **CANCELLATION**

This Plan provides a 30-day free look period from the purchase date of the Plan. You may cancel this Plan by informing the selling retailer of your cancellation request within 30 days of the purchase of the Plan and you will receive a 100% refund of the full purchase price of the Plan. If your cancellation request is made more than 30 days from the date of purchase, you will receive a pro-rata refund of the Plan purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed the cost of the contract or \$50.00, whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

If We cancel this Plan, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

## **TRANSFERS**

This Service Agreement is only for the benefit of the original purchaser of this Service Agreement, or original receiver of the covered Product in the case of a gift. It is not transferable to anyone else.

## **TO RENEW THIS SERVICE PLAN**

To renew your coverage, please call 1.855.624.2512 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. Renewal prices will be available from New Leaf Service Contracts, LLC upon request at time of renewal. *Note, not all products are eligible for renewal.*

**ADMINISTRATOR/OBLIGOR**

AZ, CA, FL, IA, LA, MN, MO, NE, NM, NV, VA, and WA Residents: Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221.

All other Residents: New Leaf Service Contracts, LLC 8700 Freeport Parkway Suite 210 Irving 75063, 1.855.624.2512.

## **SPECIAL STATE REQUIREMENTS**

State amendments to specific provisions of the terms of this Plan are as follows:

**Alabama only:** If your cancellation request is made within the first thirty (30) days from the contract sale date, and if no covered claim has been filed, then you will receive a full refund. If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Plan to us. In the event We cancel the Plan, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

**Arizona only: CANCELLATION** - You may cancel this service contract at any time prior to the expiration date by sending written notice to the Administrator/Obligor. You will receive a pro-rata refund, less a \$50.00 administrative fee for cancellation of the service contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by you or known by you prior to purchasing this Plan.

**California only:** If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator/Obligor of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator/Obligor of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

**Connecticut only:** If applicable, arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this service contract or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with you. If We are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered product, the cost of any disputed repairs, and a copy of this service contract document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

You have a right to cancel this service contract if you return the product or if the product is sold, lost, stolen or destroyed. If this service contract is for less than one year of coverage, this Contract will be extended while your product is being repaired. This service contract does not include in-home service. The costs of transporting the product will not be paid for by the Administrator.

**Florida only:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** - This Plan is between Dealers Assurance Company and you, the purchaser. You may cancel your Plan by informing the Administrator/Obligor of your cancellation request. In the event the Plan is canceled by the Plan holder, return of the premium 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 behalf of the Plan holder. In the event the Plan is canceled by Us, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

**Georgia only:** Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Administrator/Obligor shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan. You may cancel this service contract at any time by notifying the Administrator/Obligor in writing whereupon the Administrator/Obligor will refund the unearned pro-rata purchase price. The Administrator/Obligor may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia.

**Illinois only:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

**Mississippi only:** If We cancel this Plan, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

**Nebraska only:** If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

**New Mexico only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.

**Nevada only:** The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at any time by notifying the Administrator/Obligor in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$50.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. If the Provider cancels your contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date. **Emergency Service** for covered products that provide heating or cooling of your dwelling. If the covered product you purchased provides heating or cooling for your dwelling, and you sustain a failure of such product that renders your dwelling uninhabitable, repairs will commence within 24 hours after you report the failure. Please call 1.855.624.2512 to report such a loss.

The following is added to the **IF YOUR PRODUCT NEEDS REPAIR** section of this contract. If emergency repairs render a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants, and the provider determines that repairs cannot practically be completed within three (3) calendar days after the report of the claim, we will provide you with a status report including the following: (1) a list of the required repairs or services; (2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, including the status of any parts required for the repairs or service; (3) the estimated time to complete the repairs or service; (4) the contact information for you to make additional inquiries concerning the claim and a commitment by us to respond to such inquires no later than 1 business day after such inquiry is made.

The following sentence(s) is deleted within the **EXCLUSIONS FROM COVERAGE** section of this contract. Covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician. The following sentence(s) is added to the **EXCLUSIONS FROM COVERAGE** section of this contract. This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract."

**New York:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**North Carolina only:** The purchase of a service contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$50.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

**Oklahoma only:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the

Oklahoma Insurance Guaranty Association. **CANCELLATION** - If You cancel this Contract within the first thirty (30) days and no claim has been authorized of paid, we will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Contract purchase price or Fifty dollars (\$50.00), whichever is less. If we cancel this Contract, one hundred percent (100%) of the contract purchase price will be refunded.

**Oregon only:** This Plan will cover services due to defects in materials, workmanship and normal wear and tear, subject to the exclusions below. However, This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement.

**South Carolina only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If you have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

**Texas only:** If you have any questions regarding the regulation of the service contract Provider or a complaint against the Obligor, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**Utah only:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The contract purchase price is payable, in full, at the time of purchase. If we cancel this service contract for non-payment of the contract charge, such cancellation will be effective 10 days after mailing of notice to your last known address. If we cancel the service contract for (1) misrepresentation of a claim; (2) substantial breaches of contractual duties, conditions or warranties; or (3) substantial change in the risk assumed, unless the Administrator has reasonably foreseen the change or contemplated the risk when entering into this contract; such cancellation will be effective 30 days after mailing of notice to your last known address.

Within the Optional Plans section, the following sentence is amended: If purchased, ADH coverage augments Your Service Agreement by providing protection against accidental damage from handling to Your Product, provided such damage was in the course of regular and normal use of the Product by You, subject to the exclusions below.

Within the Important Customer Information section, the following sentence is amended: The cancellation provisions of the Plan only apply to the original purchaser of the Plan. If this contract is transferred, this contract is non-cancellable.

**Washington only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

**Wisconsin only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Obligations of the provider under this service Contract are insured under a service contract reimbursement insurance policy.

The Cancellation section is replaced with the following: You may cancel this Contract at any time for any reason. If you cancel this contract within the first twenty (20) days of the covered term, then we will refund the full purchase price, provided no claims have been made under this contract. If you cancel this contract thereafter, or a claim has been made under this contract, then you will receive a prorated refund based upon the days of remaining coverage (less the cost of any services performed, if applicable). In all instances, we may retain a cancellation fee of \$50 or 10% of the contract price, whichever is less. If a full refund is due to you under this contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the contract to us. We may cancel this contract with written notice for nonpayment of the provider fee, material misrepresentation by you to us, or substantial breach of duties by you relating to the covered products or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider. Such written notice shall state the effective date of the cancellation and the reason for the cancellation. In the event of a total loss of property covered by this contract is not covered by a replacement of the property

pursuant to the terms of this contract, You may cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

**Wyoming only:** You may cancel this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. If you cancel this service contract after 10 days, or 20 days if this service contract was mailed to you, or a claim has been made, you will receive a pro-rated refund less a cancellation fee of \$50.00 or 10% of the purchase price, whichever is less. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract at any time, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

***These terms & conditions are available on our website at [www.trynewleaf.com/jewelry/terms](http://www.trynewleaf.com/jewelry/terms) or call 1.855.624.2512.***