

# JC PENNEY

## Terms and Conditions

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions, together with your sales receipt, constitute the entire agreement. This is not a contract of insurance.

1. **Plan Provider (Obligor):** The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 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, Illinois 60606-1078, telephone 1-866-856-3882.
2. **Definitions:** (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 DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; and (c) Asurion Service Plans of Florida, Inc. (a service warranty association) in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia 20166; (3) "retailer" and "JCPenney" refer to JC Penney Company. (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship and b) normal wear and tear; (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) "you," "your" and "service contract holder" refer to the individual who purchased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions.
3. **Term:** The term and coverage of this Plan commences upon the expiration of the shortest portion of the manufacturer's warranty and continues for the period indicated above, with the exception of power surge coverage, which begins on your date of purchase.
4. **Coverage:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any other warranty or service plan or any insurance policy. Breakdowns manifesting from power surges are covered from date of purchase. We may replace your product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.
  - a. **Carry-In Service:** If we determine that your product requires carry-in service, you will be responsible for delivering the product to the designated service location and picking up the product upon the completion of the repair.
  - b. **Depot Service:** If we determine that your product requires Depot Service, we will pay the shipping charges to and from the designated depot service location.
  - c. **On-Site Service:** If we determine that your product requires on-site service, you must provide a safe, non-threatening environment for our technicians. If repairs cannot be performed on-site, we reserve the right to transport your product to a repair location and to pay all shipping and handling costs. On-site service will be provided during regular business hours, local time, Monday through Friday, except holidays.
  - d. **Pixel Repair:** The Plan provides pixel repair based on the manufacturer's guidelines.
  - e. **Power Surge Protection:** This Plan provides power surge protection in excess of any other insurance coverage, from the effective date of this Plan.
  - f. **Remote Control Coverage:** If your remote control should experience a breakdown, we will replace the remote with one of like kind and quality which performs to the factory specifications of the original product, not limited to a generic brand.
5. **Registration:** It is not necessary to register your product in order to validate this Plan.
6. **Plan Limits of Liability:** For any single claim, the limit of liability under this Plan is the lesser of the cost of 1) authorized repairs, 2) replacement with a product of similar features, 3) reimbursement for authorized repairs or replacement, or 4) the price that you paid for the product. The total liability under this Plan is the purchase price that you paid for the product; in the event that the total for all authorized repairs exceeds the purchase price paid for the product or we replace the product, we shall have satisfied all of our obligations under this Plan.
7. **Your Responsibilities:** You must follow the instructions that are in the owner's manual for proper use, care and maintenance of your product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan.
8. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
9. **Claims - If Your Product Needs Service:** You may begin the claim process by calling **1-866-212-1971 twenty-four (24) hours, seven (7) days a week.** After we authorize your claim, you may arrange for service and we will pay the reasonable cost for parts and labor that we pre-approve. Repair service will be available during regular business hours, local time, Monday through Friday, excluding holidays, and will be performed by an authorized service provider. If we determine that your product cannot be repaired, you will receive, at our discretion, a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product, or a gift certificate equal to the original purchase price of the product, as indicated on your sales receipt, excluding shipping, handling and taxes. Advances in technology may result in a replacement product with a lower selling price than the original. If we replace or reimburse a product after the expiration date of the manufacturer's warranty, then for that product, this Plan shall be fulfilled and coverage shall end.
10. **Replacement Products:** We may replace your product with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**
11. **Availability of Services:** While we try to complete service as quickly 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.

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12. **Insurance Securing this Plan:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.
13. **Exclusions – What Is Not Covered:**
- a. Consumable items such as batteries, bulbs, filters, gaskets, fluids, external hoses, accessories, attachments, or any other parts or materials that are designed to be consumed during the life of the product;
  - b. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the product, such as but not limited to decorative finishing, handles, knobs, cracked cases and broken hinges;
  - c. Failures, damage or loss caused by any physical force or object that is external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (Acts of God) or man-made, whether local or catastrophic; general conditions of the environment such as: abuse; acts of war; civil disorders; corrosion; dirt; dust; earthquake; extreme temperatures; fire; hail; insect damage; liquid immersion; malicious mischief; misuse; mildew; mold; negligence; nuclear accident; riot; rust; sand; spilled liquids; storm; theft; water; windstorm; or vandalism;
  - d. Costs or damage resulting from: 1) improper electrical wiring and connections; 2) unauthorized modifications, alterations, repairs or repair personnel; 3) use in any combinations not approved in the manufacturer's specifications; 4) products or product components used for public or commercial leasing purposes; 5) improper gas or water connections;
  - e. Alteration or removal of the equipment serial number;
  - f. Routine preventive maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
  - g. Disruption of any product functions due to a manufacturer design flaw or defect which results in a manufacturer recall;
  - h. Loss and/or theft of the product;
  - i. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery;
  - j. Repair or replacement as a result of conditions that existed prior to your purchase and delivery of the product or the Plan;
  - k. Services covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure;
  - l. Television or personal computer monitor screen imperfections, including but not limited to: 1) loss of brightness over time caused by degradation of phosphors; or 2) burn-in or burned phosphor, caused by video games or prolonged display of image signals;
  - m. External antenna or local reception problems;
  - n. Special, indirect, or consequential damages or loss of any kind, such as: loss of use; personal items left in the product to be repaired or replaced;
  - o. Unintentional or accidental loss of or damage to the product during normal and customary use and handling such as but not limited to, spilling of liquid on the product or dropping the product;
  - p. Damage which is not reported within thirty (30) days after expiration of this plan; and
  - q. Damage or loss due to war, invasion, or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion.
14. **Renewal:** Repair Plans may be renewable. Call **1-866-212-1971** to begin the renewal process. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal.
15. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give all products under the Plan while it is in force. For more information, you may call **1-866-212-1971**, or send your request in writing to P.O. Box 1818, Sterling, VA 20167 within fifteen (15) days of transfer. Include your name and Plan number, and the name, address and phone number of the new owner.
16. **Cancellation:** You may cancel this Plan for any reason at any time. To cancel it, submit your request in writing to P.O. Box 1818, Sterling, VA 20167. If you cancel within thirty (30) days of receipt of this Plan, and we have not replaced your product, you will receive a full refund. If you cancel after thirty (30) days, you will receive a pro rata refund of the Plan price based on the days remaining, less a cancellation fee of \$25.00 or 10% of the Plan price, whichever is less. For residents of AL, AR, CA, HI, MA, MD, ME, MN, MO, NJ, NM, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Neither the dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation or failure to pay the Plan price.

**If you reside in any of these states, these rules apply to you:**

**Alabama Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

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**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

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

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

**Illinois Residents:** You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

**Nevada Residents:** You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs.

**New Hampshire Residents:** Contact us at 1-866-212-1971 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, New Hampshire 03301, telephone number: 1-603-271-2261.

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

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

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: You may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Contract for any reason. In the event You cancel this Contract within 30 days of receipt of the Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If we or Asurion cancel this Contract, You shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Contract without providing You with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Contract. Oklahoma license number 862592.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to the provider. 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. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

**Washington Residents:** 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.** If we cancel this Contract, we will mail a written notice to you at least five (5) days prior to cancellation. Written notice of cancellation shall include the effective date of cancellation and the reason for cancellation. If we cancel this Contract for a reason other than the nonpayment of premium, you shall receive a refund of 100% of the unearned pro-rata premium, less any claims that have been paid or less the cost of repairs made by us. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. No deductible applies for service under this Plan.

**Wyoming Residents:** This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company.

**JC PENNEY**  
**Terms and Conditions**

**TO OBTAIN A LARGE-TYPE COPY OF THE TERMS AND CONDITIONS OF THIS PLAN,  
PLEASE CALL 1-866-212-1971.**

Administered by:  
Asurion  
P.O. Box 1340, Sterling, VA 20167-8434. 1-866-212-1971  
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