



## **Jewelry and Watch Protection Plans**

### **Terms and Conditions**

United States: Lifetime Jewelry

United States: 2-Year Jewelry & Watch

Puerto Rico: Lifetime Jewelry

Puerto Rico: 2-Year Jewelry & Watch

#### Lifetime Jewelry Plan – United States

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; and (b) Asurion Service Plans of Florida, Inc., in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, telephone 1-866-212-1971; (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; and (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) "replacement product" refers to a NEW, REMANUFACTURED, OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY WITH SIMILAR FEATURES; (7) "you" and "your" refers to the individual who purchased the product and this Plan.

**Instructions:** You must keep this Plan and the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt, constitute the entire agreement.

**Maintenance:** You must perform all maintenance required by the original manufacturer's warranty.

**What is Covered:** This Plan covers parts and labor costs to repair or replace your product in the event it experiences a breakdown, including the loss of diamonds and other gemstones due to a defect in the setting. This Plan also includes ring sizing. We will repair, replace, or reimburse you for the product, at our discretion, when required due to a breakdown which is not covered under any insurance policy or any other warranty or service plan. In the event we choose to replace your product, you will receive either a replacement product, not to exceed the purchase price you paid for the product, excluding sales taxes, or we may reimburse you in an amount equal to the purchase price you paid for the product, excluding sales taxes, as indicated on your sales receipt. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable.

**This Plan includes the following enhanced coverages:**

**For Earrings:** During the term of the Plan, we will provide a one-time "swap out" of standard earring posts with screw back posts.

**For Necklaces:** During the term of the Plan, we will provide a one-time chain shortening.

**Term of Coverage:** Your term and coverage begins on your date of purchase and continues for the life of the service contract holder, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**To Obtain Service:** If your product experiences a breakdown, you may return to the retailer from which you purchased your product and this Plan, you may call customer service between the hours of 12:00 am and 11:59 pm (24 hours a day), seven (7) days a week at 1-866-212-1971 to speak to an agent. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. You will be responsible for the delivery or cost of the delivery of the product to the retailer for repair or replacement, per our instructions. If you are unable to deliver the product to the authorized retailer, this Plan will pay the shipping costs to the point of repair and return to you. At our sole discretion, we may require that you return the product to, and have the product inspected by, our authorized service center

as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. All claims must be reported within thirty (30) days after expiration of this Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, excluding sales taxes. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, excluding sales taxes. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**Deductible:** There is no deductible required to obtain service on your product.

**Transfer:** This Plan may only be transferred if given as a gift. You have ninety (90) days to contact the administrator at P.O. Box 1818, Sterling, VA 20167-1818, or by calling 1-866-212-1971. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** This Plan is not renewable.

**WHAT IS NOT COVERED:** (1) Incidental or consequential damages; (2) Any and all pre-existing conditions that occur prior to the effective date of this Plan; (3) Damage from accident, abuse, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications or alterations, or failure to follow the manufacturer's instructions; (4) Unauthorized repairs and/or parts and/or resulting damage; (5) Damage covered under any insurance policy, other warranty or service plan; (6) Third-party actions (fire, collision, vandalism, theft, etc.); (7) Loss or damage due to the elements, or acts of God; (8) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion; (9) Preventative maintenance; (10) Flaws in gemstones; (11) Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage; (12) Any loss other than a covered breakdown of the product; (13) Products not originally covered by a manufacturer's warranty or retailer's return policy; (14) Parts failure due to a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs; (15) Accessories used in conjunction with a product; (16) Loss of use during the period the product is at a repair facility or otherwise awaiting parts; (17) Damage or loss resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty; (18) Periodic checkups and/or maintenance as directed by the manufacturer; (19) Service that occurs outside of the 50 United States of America and the District of Columbia; (20) Any diamonds or gemstones supplied by you in the creation of the jewelry item; (21) Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein; (22) Parts normally designated to be replaced periodically by you or consumed during the life of the product

**(e.g. batteries); (23)Water damage to watches if used under conditions which exceed the manufacturer’s water resistance guidelines; and (24)Service when no problem is found.**

**Cancellation:** You can cancel this Plan for any reason 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. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including sales taxes, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NY, NM, NV, 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.

**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, 151 N. Franklin, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

#### **Arbitration Agreement**

**For the purpose of this arbitration agreement (referred to hereinafter as the “A.A.”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) JCPenney Corporation 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 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**(a)** This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

**(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

**(c)** The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

**(d)** The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered 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 the attorney’s fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration.

**(e)** If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

#### **STATE VARIATIONS:**

The following state variations shall control if inconsistent with any other terms and conditions:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any service received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/ or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (3) of the **WHAT IS NOT COVERED SECTION** is deleted and replaced with the following: “Damage from accident, abuse, misuse, introduction of foreign objects into the product, tampering with

prongs, bezels or other elements designed to secure diamonds or gemstones, failure to follow the manufacturer's 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.G.C.A.") 33-24-44. If this Plan is terminated prior to its expiration, we will not deduct the cost of any service received from you 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 1-866-212-1971 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 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, NH 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**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 JCPenney Corporation 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 1-866-212-1971. 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 1-866-212-1971 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.

**Virginia Residents:** Contact Us at 1-866-212-1971 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 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.

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

Administered by:  
Asurion Services, LLC  
Asurion Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-8434 • 1-866-212-1971  
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Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

## 2-Year Watch and Jewelry Plan – United States

**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 866-212-1971; (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.

**Instructions:** You must keep this Plan and the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt, constitute the entire agreement.

**Maintenance:** You must perform all maintenance required by the original manufacturer’s warranty.

**What is Covered:** This Plan covers parts and labor costs to repair or replace your product in the event it experiences a breakdown, including the loss of diamonds and other gemstones due to a defect in the setting, watch crystal cracks or scratches, watch crowns, watch stems, bands or bracelets, or this Plan will reimburse you for authorized repairs to or replacement of the product, at our discretion, which is not covered under any insurance policy or any other warranty or service plan. In the event we choose to replace your product, you will receive either a replacement product, not to exceed the purchase price you paid for the product, excluding sales taxes, or we may reimburse you in an amount equal to the purchase price you paid for the product, excluding sales taxes, as indicated on your sales receipt. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable.

**Term of Coverage:** Your term and coverage begin on your date of purchase and continue for the period indicated on your sales receipt, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**To Obtain Service:** If your product experiences a breakdown, you may return to the retailer from which you purchased your product and this Plan or you may call customer service between the hours of 12:00 am and 11:59 pm (24 hours a day), seven (7) days a week at 866-212-1971 to speak to an agent. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. You will be responsible for the delivery or cost of the delivery of the product to the retailer for repair or replacement, per our instructions. If you are unable to deliver the product to the authorized retailer, this Plan will pay the shipping costs to the point of repair and return to you. At our sole discretion, we may require that you return the product to, and have the product inspected by, our authorized service center as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. All claims must be reported within thirty (30) days after expiration of this Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, excluding sales taxes. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, excluding sales taxes. In

the event that we have met any of the above conditions (a), (b) or (c) of the total liability we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**Deductible:** There is no deductible required to obtain service on your product.

**Transfer:** This Plan may be transferred. You may transfer this Plan by contacting the administrator at P.O. Box 1818, Sterling, Virginia 20167-1818, or by calling 866-212-1971. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** The Jewelry Plan is renewable at our discretion. The Watch Plan is renewable at our discretion.

**WHAT IS NOT COVERED: (1) Incidental or consequential damages; (2) Any and all pre-existing conditions that occur prior to the effective date of this Plan; (3) Damage from accident, abuse, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications or alterations, or failure to follow the manufacturer's instructions; (4) Unauthorized repairs and/or parts and/or resulting damage; (5) Damage covered under any insurance policy, other warranty or service plan; (6) Third-party actions (fire, collision, vandalism, theft, etc.); (7) Loss or damage due to the elements, or acts of God; (8) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion; (9) Preventative maintenance; (10) Inherent defects that are the responsibility of the manufacturer; (11) Flaws in gemstones; (12) Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage; (13) Any loss other than a covered breakdown of the product; (14) Products not originally covered by a manufacturer's warranty or retailer's return policy; (15) Parts failure due to a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs; (16) Accessories used in conjunction with a product; (17) Loss of use during the period the product is at a repair facility or otherwise awaiting parts; (18) Damage or loss resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty; (19) Periodic checkups and/or maintenance as directed by the manufacturer; (20) Service that occurs outside of the 50 United States of America and the District of Columbia; (21) Any diamonds or gemstones supplied by the you in the creation of the jewelry item; (22) Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein; (23) Parts normally designated to be replaced periodically by you or consumed during the life of the product (e.g. batteries); (24) Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines; and (25) Service when no problem is found.**

**Cancellation:** You can cancel this Plan for any reason 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. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including sales tax, less the cost of any service received, or (b) by you after

thirty (30) days of the receipt of this Plan, or by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, 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.

**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, 151 N. Franklin, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

### **Arbitration Agreement**

**For the purpose of this arbitration agreement (referred to hereinafter as the “A.A.”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) JCPenney Corporation 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 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**(a)** This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

**(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

**(c)** The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your

dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

**(d)** The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered 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 the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

**(e)** If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

**State Variations:** The following state variations shall control if inconsistent with any other terms and conditions:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any service received from you refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (3) of the WHAT IS NOT COVERED SECTION is deleted and replaced with the following: "Damage from accident, abuse, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, failure to follow the manufacturer's 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 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 1-866-212-1971 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 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, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**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 JCPenney Corporation 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 866-212-1971. 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 866-212-1971 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.

**Virginia Residents:** Contact Us at 1-866-212-1971 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 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 • 866-212-1971  
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473 v. jcp-1 (03/18)

Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

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## Lifetime Jewelry Plan – Puerto Rico

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT PERMITS YOU TO RESOLVE ANY DISPUTES WITH US THROUGH NONBINDING 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, YOU MAY CANCEL ACCORDING TO THE PROVISIONS OF THE CONTRACT.**

**Obligor:** The company obligated under this Plan is **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, who can be contacted at 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 Asurion Service Plans of Puerto Rico, Inc. The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167, 1-866-212-1971; **(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) “replacement product”** refers to a **NEW, REMANUFACTURED, OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY WITH SIMILAR FEATURES**; **(7) “you”** and **“your”** refers to the contract holder who purchased the product and this Plan or an approved transferee.

**Instructions:** You must keep this Plan and the receipt or order confirmation email for the product; they are integral parts of the coverage provided by this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt or order confirmation email, constitute the entire agreement.

**Maintenance:** You must perform all maintenance required by the original manufacturer’s warranty.

**What is Covered:** This Plan covers parts and labor costs to repair or replace your product in the event it experiences a breakdown, including the loss of diamonds and other gemstones due to a defect in the setting, or this Plan will reimburse you for authorized repairs to or replacement of the product, at our discretion, which is not covered under any insurance policy or any other warranty or service plan. This Plan also includes ring sizing. If we determine that we cannot service your product as specified in this Plan, we may, at our discretion, replace it with a replacement product or we may issue you a gift card or check, at your option, for the purchase price paid for the product, excluding sales taxes, as indicated on your receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable.

**This Plan includes the following enhanced coverages:**

**For Earrings:** During the term of the Plan, we will provide a one-time “swap out” of standard earring posts with screw back posts.

**For Necklaces:** During the term of the Plan, we will provide a one-time chain shortening.

**Term of Coverage:** Your term and coverage begin on your date of purchase and continue for the life of the service contract holder or an approved transferee, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**To Obtain Service:** If your product experiences a breakdown, you may return to the retailer from which you purchased your product and this Plan or you may call customer service at 1-866-212-1971, twenty-four (24) hours a day, seven (7) days a week to speak to an agent. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. You will be responsible for bringing the product to the retailer for repair or replacement, per our instructions. If you are unable to bring in the product to the authorized retailer, this Plan will pay the shipping costs to the point of repair and return to you. At our sole discretion, we may require that you return the product to, and have the product inspected by, our authorized service center as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. All claims must be reported within thirty (30) days after expiration of this Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, excluding sales taxes. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, excluding sales taxes. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**Deductible:** There is no deductible required to obtain service on your product.

**Transfer:** This Plan may only be transferred if given as a gift. You have ninety (90) days to contact the administrator at P.O. Box 1818, Sterling, VA 20167-1818, or by calling 1-866-212-1971. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** This Plan is not renewable.

**WHAT IS NOT COVERED: (1) Incidental or consequential damages; (2) Any and all pre-existing conditions that occur prior to the effective date of this Plan; (3) Damage from accident, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications or alterations, or failure to follow the manufacturer's instructions; (4) Unauthorized repairs and/or parts and/or resulting damage; (5) Damage covered under any insurance policy, other warranty or service plan; (6) Third-party actions (fire, collision, vandalism, theft, etc.); (7) Loss or damage due to the elements, or acts of God; (8) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion; (9) Preventative maintenance; (10) Inherent defects that are the responsibility of the manufacturer; (11) Flaws inherent in gemstones, such as, but not limited to:**

cracks, cavities, dig marks, etc.; (12) Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage; (13) Any loss other than a covered breakdown of the product; (14) Products not originally covered by a manufacturer's warranty or retailer's return policy; (15) Parts failure due to a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs; (16) Accessories used in conjunction with a product; (17) Loss of use during the period the product is at a repair facility or otherwise awaiting parts; (18) Damage or loss resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty; (19) Periodic checkups and/or maintenance as directed by the manufacturer; (20) Service that occurs outside of the 50 United States of America, the District of Columbia and Puerto Rico, unless expressly authorized by ASPPR; (21) Any diamonds or gemstones supplied by you in the creation of the jewelry item; (22) Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein; (23) Parts normally designated to be replaced periodically by you or consumed during the life of the product (e.g. batteries); (24) Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines; and (25) Service when no problem is found (you will not be charged for examination of the product).

**Cancellation:** You can cancel this Plan for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing us at: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including sales tax, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

**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, 151 N. Franklin, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**ARBITRATION AGREEMENT:** Any arbitration decision rendered in accordance with this Arbitration Agreement shall not be binding on you provided that you reject the decision in writing to us within forty-five (45) days of the decision. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute. Arbitration is optional.

**Please read this Arbitration Agreement carefully. It affects your rights.** Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** 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.

For this arbitration agreement, references to “we” and “us” include (1) the Plan Obligor, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) JCPenney Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan 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 Plan.

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 Plan 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 Plan was entered into by you and us or that arises after this Arbitration Agreement or Plan 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: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. 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: Legal Department: P.O. Box 110656, Nashville, TN 37122-0656. 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. 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.

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

Administered by:  
ASPPR  
P.O. Box 1340 • Sterling, VA 20167 • 1-866-212-1971  
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530 v. jcp-1 (12/19)

Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

## **TÉRMINOS Y CONDICIONES DE JCPENNEY CON GARANTÍA DE POR VIDA** **– Puerto Rico**

**ESTE PLAN (EN LO SUCESIVO DENOMINADO EL "PLAN") ES UN CONTRATO LEGAL ENTRE USTED, NOSOTROS Y EL ADMINISTRADOR (CONFORME SE DEFINE EN LO SUCESIVO). PERMITE QUE RESUELVA CUALQUIER CONTROVERSIA CON NOSOTROS MEDIANTE ARBITRAJE NO VINCULANTE O BIEN A TRAVÉS DE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA Y LIMITA NUESTRA RESPONSABILIDAD HACIA USTED. LEA ESTE PLAN DETENIDA Y COMPLETAMENTE. SI NO ESTÁ DE ACUERDO CON CUALQUIERA DE LAS DISPOSICIONES, PUEDE CANCELARLO CONFORME A LO DISPUESTO EN EL CONTRATO.**

**Deudor.** La empresa obligada en virtud de este Plan es **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, cuya información de contacto es P.O. Box 061078, Chicago, IL 60606-1078, teléfono 1-866-856-3882.

**Definiciones.** A lo largo de este Plan, las palabras **(1) “nosotros”, “nos” y “nuestro”** hacen referencia a la empresa obligada en virtud de este Plan, conforme se menciona en la sección de Deudor anterior; **(2) “administrador”** hace referencia a Asurion Service Plans of Puerto Rico, Inc. Puede contactarse al administrador a la siguiente dirección: P.O. Box 1340, Sterling, VA 20167, 1-866-212-1971; **(3) “minorista”** hace referencia al minorista al que compró el producto y es el vendedor de este Plan; **(4) “avería”** hace referencia a la falla mecánica o eléctrica de los productos que impide su funcionalidad y es causada por: (a) defectos en los materiales o la mano de obra, o (b) el desgaste normal, incluido el nuevo rodiado de los materiales blancos; **(5) “producto”** hace referencia al artículo de consumo que usted compró al mismo tiempo que esta cobertura y que está cubierto por este Plan; **(6) “producto de reemplazo”** hace referencia a un **PRODUCTO NUEVO, REMANUFACTURADO O REACONDICIONADO DE LA MISMA CLASE Y CALIDAD, CON CARACTERÍSTICAS SIMILARES**; **(7) “usted” y “su”** hacen referencia al titular del contrato que compró el producto y este Plan, o a un cesionario aprobado.

**Instrucciones.** Debe conservar este Plan y el recibo o correo electrónico de confirmación del pedido del producto; son parte integrante de la cobertura proporcionada por este Plan y es posible que se le pida que los presente para obtener el servicio. Este Plan, incluidos los términos, las condiciones, las limitaciones, las excepciones y las exclusiones, y el recibo de compra o correo electrónico de confirmación del pedido constituyen el acuerdo completo.

**Mantenimiento.** Debe realizar todo el mantenimiento requerido por la garantía del fabricante original.

**Qué está cubierto.** Este Plan cubre las piezas y los costos para la reparación o el reemplazo de su producto en caso de una avería, esto incluye la pérdida de diamantes y otras gemas debido a un defecto en el engaste, o este Plan le reembolsará las reparaciones o el reemplazo del producto autorizados, a nuestra discreción, que no estén cubiertos por ninguna póliza de seguro u otra garantía o plan de servicio. Este Plan también incluye la modificación de tamaño de anillos. Si determinamos que no podemos brindarle servicio a su producto según lo especificado en este Plan, podremos, a nuestra discreción, reemplazarlo por un producto de reemplazo o podremos emitirle una tarjeta de regalo o un cheque, a su elección, por el precio de compra pagado por el producto, excluidos los impuestos sobre las ventas, que se indica en su recibo o el correo electrónico de confirmación del pedido. Se podrán utilizar piezas no originales para la reparación del producto si no se dispone de las piezas del fabricante.

**Este Plan incluye las siguientes coberturas mejoradas:**

**Para pendientes.** Durante el plazo del Plan, ofreceremos un “intercambio” único de postes de pendientes estándar por postes de rosca.

**Para collares.** Durante el plazo del Plan, ofreceremos un acortamiento de cadena por única vez.

**Plazo de cobertura.** El plazo y la cobertura comienzan en la fecha de compra y continúan mientras viva el titular del contrato de servicio o el cesionario aprobado, a menos que se cancele o se cumpla de conformidad con las disposiciones de Límite de responsabilidad o Cancelación. En el caso de que su producto esté siendo reparado por un centro de servicio autorizado cuando expire este Plan, el plazo de este Plan se prorrogará hasta que se haya completado la reparación cubierta.

**Para obtener el servicio.** Si su producto sufre una avería, podrá volver al minorista donde compró su producto y este Plan, o podrá llamar al servicio de atención al cliente al 1-866-212-1971, las veinticuatro

(24) horas del día, los siete (7) días de la semana, para hablar con un agente. **Todas las reparaciones deben ser autorizadas por adelantado.** Las reparaciones no autorizadas pueden no estar cubiertas. Usted será responsable de llevar el producto al minorista para su reparación o reemplazo, según nuestras instrucciones. Si no puede llevar el producto al minorista autorizado, este Plan pagará los costos de envío hasta el lugar de reparación y la devolución. A nuestra entera discreción, podremos exigir que devuelva el producto a nuestro centro de servicio autorizado, para que este lo inspeccione, como condición para recibir un producto de reemplazo o un reembolso. Es posible que le solicitemos que rellene un formulario de facilitación de reclamación antes de recibir el servicio o el reemplazo o el reembolso de su producto. También se le puede requerir que presente una identificación con foto emitida por el gobierno estatal o federal como condición para recibir el servicio o reemplazo o reembolso. Todas las reclamaciones deben informarse en el plazo de los treinta (30) días posteriores a la expiración del plazo de este Plan.

**Límite de responsabilidad.** Para cualquier reclamación individual, el límite de responsabilidad en virtud de este Plan es el menor de los siguientes costos: (1) reparaciones autorizadas; (2) un producto de reemplazo; (3) el reembolso de las reparaciones o el reemplazo autorizados por nosotros con anterioridad a dichas reparaciones o reemplazo; o (4) el precio que pagó por el producto, excluidos los impuestos sobre las ventas. La responsabilidad total en virtud de este Plan para cualquier producto individual es (a) el reemplazo del producto; (b) el reembolso del precio de compra que haya pagado por el producto, excluidos los impuestos sobre las ventas; o (c) el total de todas las reparaciones autorizadas hasta el precio de compra original del producto individual, excluidos los impuestos sobre las ventas. En el caso de que hayamos cumplido cualquiera de las condiciones anteriores (a), (b) o (c) de la responsabilidad total, habremos cumplido con todas las obligaciones contraídas en virtud de este Plan, y este Plan terminará.

**Deducible.** No se requiere ningún deducible para recibir servicios para su producto.

**Transferencia.** Este Plan solo puede ser transferido si se da como regalo. Tiene noventa (90) días para comunicarse con el administrador a la dirección P.O. Box 1818, Sterling, VA 20167-1818, o al teléfono 866-212-1971. La información que proporcione debe incluir el número de Plan, la fecha de transferencia, el nombre del nuevo propietario, la dirección completa y el número de teléfono.

**Renovación.** Este Plan no puede renovarse.

**QUÉ NO ESTÁ CUBIERTO:** (1) Daños incidentales o emergentes. (2) Todas las condiciones preexistentes que tengan lugar antes de la fecha de efectividad de este Plan. (3) Daño por accidente, uso indebido, introducción de objetos extraños en el producto, manipulación de clavijas, engastes u otros elementos destinados a fijar los diamantes o las gemas, modificaciones o alteraciones no autorizadas, o incumplimiento de las instrucciones del fabricante. (4) Reparaciones o piezas no autorizadas, o el daño que estas provoquen. (5) Daño cubierto por una póliza de seguro, otra garantía u otro plan de servicio. (6) Acciones de terceros (incendio, colisión, vandalismo, robo, etc.). (7) Pérdida o daño debido a los elementos o caso fortuito. (8) Guerra, invasión o acto de enemigo extranjero, hostilidades, guerra civil, rebelión, motín, huelga, disturbios laborales, cierre patronal o conmoción civil. (9) Mantenimiento preventivo. (10) Defectos inherentes que son responsabilidad del fabricante. (11) Defectos en las gemas, lo que incluye, a título enunciativo, grietas, huecos, marcas de extracción, etc. (12) Pérdida de diamantes, gemas o cualquier otra pieza del producto, a menos que dicha pérdida se deba a un defecto de mano de obra o de materiales, incluidos aquellos debidos al desgaste normal, sin daño o esfuerzos indebidos. (13) Toda pérdida que no sea una avería cubierta del producto.



**(14)Productos no cubiertos originalmente por la garantía del fabricante o la política de devolución del minorista. (15)Falta de piezas debido a una retirada de productos del fabricante, independientemente de la capacidad del fabricante para pagar esas reparaciones. (16)Accesorios utilizados junto con un producto. (17)Pérdida de uso durante el período en que el producto se encuentra en un centro de reparación o a la espera de piezas. (18)Daño o pérdida provocados por no cumplir con las inspecciones requeridas por la garantía del fabricante original o la garantía del minorista. (19)Revisiones o mantenimiento periódicos, según las indicaciones del fabricante. (20)Servicio brindado fuera de los 50 estados de EE. UU., el Distrito de Columbia y Puerto Rico, a menos que esté expresamente autorizado por ASPPR. (21)Los diamantes o las gemas que usted haya suministrado en la creación de una joya. (22)Daños cosméticos, incluidos rayones, desprendimientos y abolladuras que no impidan la funcionalidad mecánica del producto, salvo que se indique lo contrario en el presente documento. (23)Piezas que normalmente se prevé que usted tendrá que reemplazar periódicamente o que se consumirán durante la vida útil del producto (por ejemplo, baterías). (24)Daño por agua a los relojes, si se utilizan en condiciones que superan las directrices de resistencia al agua del fabricante. (25) Servicio cuando no se encuentra ningún problema (no se le cobrará por examinar el producto).**

**Cancelación.** Para cancelar este Plan por cualquier motivo, debe entregarlo al minorista al que compró este Plan durante la política de devolución de la tienda; o para cancelarlo en cualquier momento, debe enviar un correo electrónico a [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com) o escribirnos a la siguiente dirección: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. Este Plan puede ser cancelado por nosotros o el administrador por cualquier motivo, esto incluye reparación o reemplazo no autorizados del producto, al notificarle a usted por escrito al menos treinta (30) días antes de la fecha en que la cancelación surte efecto. Dicha notificación deberá indicar la fecha de vigencia y el motivo de la cancelación. Si este Plan es cancelado: (a) por usted en un plazo de treinta (30) días posteriores a la recepción de este Plan, recibirá un reembolso completo del precio pagado por el Plan, incluidos los impuestos sobre las ventas, menos el costo de cualquier servicio recibido; o (b) por usted después de treinta (30) días de la recepción de este Plan, o por nosotros o el administrador en cualquier momento, usted recibirá un reembolso equivalente al 100 % del monto prorrateado de la porción no devengada del precio pagado por el Plan. Cualquier reembolso adeudado y no pagado o acreditado en un plazo de treinta (30) días posteriores a la fecha en que la cancelación surte efecto incluirá una penalización del 10% por mes.

**Seguro que cubre este Plan.** Este Plan no es una póliza de seguro; sin embargo, nuestras obligaciones derivadas de este Plan están aseguradas en virtud de una póliza de seguro emitida por Continental Casualty Company, 151 N. Franklin, Chicago, IL 60606. Si no actuamos en relación con su reclamación dentro de sesenta (60) días, o en caso de que lleguemos a una situación de insolvencia o que tengamos dificultades financieras, usted podrá comunicarse con Continental Casualty Company directamente al 1-800-831-4262 para informar de su reclamación.

**ACUERDO DE ARBITRAJE.** Las decisiones de arbitraje dictadas de acuerdo con este Acuerdo de arbitraje no serán vinculantes para usted, siempre y cuando rechace la decisión por escrito y nos informe dentro de los cuarenta y cinco (45) días posteriores a la decisión. Si rechaza la decisión de arbitraje de acuerdo con los términos aquí expuestos, podrá acudir a los tribunales de Puerto Rico para resolver la controversia. El arbitraje es opcional.

**Lea detenidamente este Acuerdo de arbitraje. Esto afecta sus derechos.** La mayoría de sus inquietudes sobre este Plan se pueden abordar simplemente al comunicarse con nosotros al 1-866-856-3882. En el improbable caso de que no podamos resolver alguna controversia, incluidas las reclamaciones en virtud

de este Plan, que usted o nosotros podamos tener, **USTED Y NOSOTROS PODREMOS ACEPTAR MUTUAMENTE POR ESCRITO RESOLVER DICHAS CONTROVERSIAS MEDIANTE ARBITRAJE NO VINCULANTE O ANTE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA, EN LUGAR DE HACERLO A TRAVÉS DE TRIBUNALES DE JURISDICCIÓN GENERAL.** El arbitraje es más informal que un litigio ante un juez. El arbitraje utiliza un árbitro neutral en lugar de un juez o jurado. Tiene una etapa de descubrimiento de pruebas más limitada que en un tribunal judicial y está sujeto a apelaciones limitadas en tribunales. Los árbitros pueden conceder los mismos daños y perjuicios e indemnizaciones que puede conceder un tribunal judicial.

A los efectos de este Acuerdo de arbitraje, las referencias a “nosotros” y “nuestro” incluyen (1) al deudor del Plan, conforme se ha definido anteriormente, y a sus matrices, subsidiarias, filiales, aseguradoras de contrato de servicio, agentes, empleados, sucesores y cesionarios respectivos; y (2) a JCPenney Corporation y sus subsidiarias de propiedad absoluta, filiales, agentes, empleados, sucesores y cesionarios. Este Plan es prueba de una transacción de comercio interestatal y, por lo tanto, la Ley de Arbitraje Federal rige la interpretación y ejecución de este Acuerdo de arbitraje. Este Acuerdo de arbitraje continuará en vigencia tras la extinción de este Plan.

El presente Acuerdo de arbitraje está destinado a ser interpretado de manera amplia, e incluye cualquier controversia: (1) que se relacione de cualquier manera con este Plan o que surja de la relación entre usted y nosotros, ya sea que se base en un contrato, agravio, estatuto, fraude, tergiversación o en otros conceptos; (2) que haya surgido antes de que usted y nosotros celebráramos este Acuerdo de arbitraje o Plan, o que surja después de la finalización de este Acuerdo de arbitraje o Plan; y (3) que actualmente sea objeto de un supuesto litigio de demanda colectiva en el que usted no es miembro de una clase certificada. Sin perjuicio de lo anterior, este Acuerdo de arbitraje no le impide interponer una acción individual en un tribunal de reclamos menores o informar a las agencias o entidades federales, estatales o locales con respecto a su controversia. Es posible que estas agencias o entidades puedan solicitar una indemnización en su nombre.

Si usted o nosotros tenemos la intención de iniciar un arbitraje, usted y nosotros debemos primero enviar al otro una Notificación de Reclamación (“Notificación”) por escrito mediante correo certificado. El Aviso dirigido a nosotros debe enviarse a la siguiente dirección: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. La Notificación debe describir la controversia y manifestar la reparación específica que se solicita. Si usted y nosotros no resolvemos la controversia en un plazo de 30 días posteriores a la recepción del Aviso, usted o nosotros podremos iniciar un proceso de arbitraje ante la Asociación Americana de Arbitraje (American Arbitration Association, “AAA”). Para obtener los formularios necesarios para iniciar un procedimiento de arbitraje, visite [www.adr.org](http://www.adr.org) o llame al 1-800-778-7879. Después de que recibamos la notificación de que usted ha iniciado el arbitraje, le reembolsaremos el pago de cualquier cargo de presentación a la AAA. Si no puede pagar el cargo de presentación correspondiente, lo pagaremos en su lugar si usted nos envía una solicitud por correo certificado a la siguiente dirección: Legal Department: P.O. Box 110656, Nashville, TN 37122-0656. El arbitraje será administrado por la AAA de acuerdo con las Reglas de Arbitraje Comercial y los Procedimientos Suplementarios para Controversias Relacionadas con el Consumidor (las “Reglas de arbitraje”) en vigor en el momento en que se inicia el arbitraje y según las modificaciones de este Acuerdo de arbitraje. Para obtener una copia de las Reglas de Arbitraje, visite [www.adr.org](http://www.adr.org) o llame al 1-800-778-7879.

El árbitro designado por la AAA para decidir la disputa está obligado por los términos de este Acuerdo de arbitraje. El árbitro debe decidir todas las cuestiones, incluido el alcance de este Acuerdo de arbitraje,

con la excepción de que las cuestiones relacionadas con la aplicabilidad de este Acuerdo de arbitraje pueden ser decididas por un tribunal. A menos que usted y nosotros acordemos lo contrario, toda audiencia de arbitraje tendrá lugar en el condado o municipio de su dirección de facturación. Si la controversia es por \$10,000 o menos, podrá optar por llevar a cabo las audiencias de arbitraje presentando los documentos al árbitro o presentándose ante el árbitro en persona o por teléfono. Si su controversia es por más de \$10,000, el derecho a las audiencias de arbitraje será determinado por las Normas de arbitraje. Pagaremos todos los cargos de presentación, administración y árbitro por cualquier arbitraje iniciado de conformidad con este Acuerdo de arbitraje, a menos que el árbitro determine que su controversia ha sido improcedente o presentada con un propósito indebido de acuerdo con la Norma Federal de Procedimiento Civil 11(b). En ese caso, el pago de dichos cargos estará regido por las Reglas de arbitraje.

Una vez finalizadas las audiencias de arbitraje, el árbitro dictará una decisión por escrito que incluirá una explicación de los hechos y las leyes en las que se basa la decisión. Si el árbitro dictamina a su favor y emite una indemnización por daños y perjuicios que es mayor que el valor de la última oferta de conciliación hecha por nosotros o si no hicimos ninguna oferta de conciliación y el árbitro le otorga cualquier indemnización por daños y perjuicios, haremos lo siguiente: (1) le pagaremos el monto de la indemnización por daños y perjuicios o \$7,500, la suma que sea mayor; y (2) pagaremos a su abogado, si lo hay, el doble del monto de los honorarios y el monto real de cualquier gasto razonable en el que se haya incurrido al proceder con su controversia en arbitraje. Usted y nosotros aceptamos no divulgar ninguna oferta de conciliación al árbitro hasta después de que este haya dictado la decisión por escrito. El árbitro podrá resolver cualquier controversia relativa a los honorarios de abogados y gastos, ya sea durante las audiencias de arbitraje o, previa solicitud, en un plazo de 14 días a partir de la decisión escrita del árbitro. Si bien ese derecho a los honorarios y gastos de abogados que se analizó más arriba es adicional a cualquier derecho que usted pueda tener en virtud de la ley aplicable, ni usted ni su abogado pueden cobrar indemnizaciones duplicadas de honorarios y gastos de abogados. Aunque podamos tener derecho en virtud de la ley aplicable a cobrar los honorarios y gastos de abogados de usted si prevalecemos en el arbitraje, por el presente renunciamos al derecho a hacerlo.

En la medida en que se solicite una medida cautelar o declaratoria en el arbitraje, dicha medida solo podrá concederse en la medida necesaria para proporcionar la compensación justificada por la reclamación individual de una parte. Si se considera que esta disposición específica de este Acuerdo de arbitraje es inexigible, entonces la totalidad de este Acuerdo de arbitraje será nula y sin efecto.

**Para obtener una copia con letra grande de los términos y condiciones de este Plan, llame al 1-866-212-1971.**

Administrado por:  
ASPPR P.O. Box 1340 • Sterling, VA 20167 • 1-866-212-1971  
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530 (12/19)

Nombre del cliente: \_\_\_\_\_ Dirección del cliente: \_\_\_\_\_

## 2-Year Watch and Jewelry Plan – Puerto Rico

**THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT PERMITS YOU TO RESOLVE ANY DISPUTES WITH US THROUGH NONBINDING 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, YOU MAY CANCEL ACCORDING TO THE PROVISIONS OF THE CONTRACT.**

**Obligor:** The company obligated under this Plan is Asurion Service Plans of Puerto Rico, Inc. (ASPPR), who can be contacted at 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 Asurion Service Plans of Puerto Rico, Inc. The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167, 1-866-212-1971; **(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) “replacement product”** refers to a **NEW, REMANUFACTURED, OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY WITH SIMILAR FEATURES**; **(7) “you” and “your”** refers to the contract holder who purchased the product and this Plan or an approved transferee.

**Instructions:** You must keep this Plan and the receipt or order confirmation email for the product; they are integral parts of the coverage provided by this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt or order confirmation email, constitute the entire agreement.

**Maintenance:** You must perform all maintenance required by the original manufacturer’s warranty.

**What is Covered:** This Plan covers parts and labor costs to repair or replace your product in the event it experiences a breakdown, including the loss of diamonds and other gemstones due to a defect in the setting, watch crystal cracks or scratches, watch crowns, watch stems, bands or bracelets, or this Plan will reimburse you for authorized repairs to or replacement of the product, at our discretion, which is not covered under any insurance policy or any other warranty or service plan. If we determine that we cannot service your product as specified in this Plan, we may, at our discretion, replace it with a replacement product or we may issue you a gift card or check, at your option, for the purchase price paid for the product, excluding sales taxes, as indicated on your receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable.

**Term of Coverage:** Your term and coverage begin on your date of purchase and continue for 2 years of coverage as indicated on your sales receipt, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provisions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**To Obtain Service:** If your product experiences a breakdown, you may return to the retailer from which you purchased your product and this Plan or you may call customer service at 1-866-212-1971, twenty-

four (24) hours a day, seven (7) days a week to speak to an agent. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. You will be responsible for bringing the product to the retailer for repair or replacement, per our instructions. If you are unable to bring in the product to the authorized retailer, this Plan will pay the shipping costs to the point of repair and return to you. At our sole discretion, we may require that you return the product to, and have the product inspected by, our authorized service center as a condition to receiving a replacement product or a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. All claims must be reported within thirty (30) days after expiration of this Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, excluding sales taxes. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, excluding sales taxes. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability we shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

**Deductible:** There is no deductible required to obtain service on your product.

**Transfer:** This Plan may be transferred. You may transfer this Plan by contacting the administrator at P.O. Box 1818, Sterling, Virginia 20167-1818, or by calling 1-866-212-1971. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** The Jewelry Plan is renewable at our discretion by contacting the administrator. The Watch Plan is renewable at our discretion by contacting the administrator.

**WHAT IS NOT COVERED: (1) Incidental or consequential damages; (2) Any and all pre-existing conditions that occur prior to the effective date of this Plan; (3) Damage from accident, misuse, introduction of foreign objects into the product, tampering with prongs, bezels or other elements designed to secure diamonds or gemstones, unauthorized modifications or alterations, or failure to follow the manufacturer's instructions; (4) Unauthorized repairs and/or parts and/or resulting damage; (5) Damage covered under any insurance policy, other warranty or service plan; (6) Third-party actions (fire, collision, vandalism, theft, etc.); (7) Loss or damage due to the elements, or acts of God; (8) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion; (9) Preventative maintenance; (10) Inherent defects that are the responsibility of the manufacturer; (11) Flaws inherent to gemstones including, but not limited to: cavities, cracks, dig marks, etc.; (12) Loss of diamonds, gemstones, or any other parts of the product unless such loss was caused by a defect in workmanship and/or materials, including those due to normal wear and tear, without any undue stress or damage; (13) Any loss other than a covered breakdown of the product; (14) Products not originally covered by a manufacturer's warranty or retailer's return policy; (15) Parts failure due to a manufacturer recall, regardless of the manufacturer's ability to pay for such repairs; (16) Accessories used in conjunction with a product; (17) Loss of use during the period the product is at a repair facility or otherwise awaiting parts; (18) Damage or loss**

resulting from the failure to obtain inspections required by the original manufacturer's warranty or retailer's warranty; (19) Periodic checkups and/or maintenance as directed by the manufacturer; (20) Service that occurs outside of the 50 United States of America, the District of Columbia and Puerto Rico, unless expressly authorized by ASPPR; (21) Any diamonds or gemstones supplied by you in the creation of the jewelry item; (22) Cosmetic damage including scratches, peelings, and dents that do not impede the mechanical functionality of the product, except as otherwise stated herein; (23) Parts normally designated to be replaced periodically by you or consumed during the life of the product (e.g. batteries); (24) Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines; and (25) Service when no problem is found (you will not be charged for examination of the product).

**Cancellation:** You can cancel this Plan for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing us at: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including sales tax, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

**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, 151 N. Franklin, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**ARBITRATION AGREEMENT:** Any arbitration decision rendered in accordance with this Arbitration Agreement shall not be binding on you provided that you reject the decision in writing to us within forty-five (45) days of the decision. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute. Arbitration is optional.

**Please read this Arbitration Agreement carefully. It affects your rights.** Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** 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.

For this arbitration agreement, references to "we" and "us" include (1) the Plan Obligor, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) JCPenney Corporation and its wholly owned subsidiaries, affiliates,

agents, employees, successors and assigns. This Plan 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 Plan.

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 Plan 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 Plan was entered into by you and us or that arises after this Arbitration Agreement or Plan 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: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. 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: Legal Department: P.O. Box 110656, Nashville, TN 37122- 0656. 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. 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.

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

Administered by:

ASPPR

P.O. Box 1340 • Sterling, VA 20167 • 1-866-212-1971

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529 v. jcp-1 (12/19)

Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

## TÉRMINOS Y CONDICIONES DE JOYAS Y RELOJES DE 2 AÑOS DE JCPENNEY – Puerto Rico

**ESTE PLAN (EN LO SUCESIVO DENOMINADO EL “PLAN”) ES UN CONTRATO LEGAL ENTRE USTED, NOSOTROS Y EL ADMINISTRADOR (CONFORME SE DEFINE EN LO SUCESIVO). PERMITE QUE RESUELVA CUALQUIER CONTROVERSIA CON NOSOTROS MEDIANTE ARBITRAJE NO VINCULANTE O BIEN A TRAVÉS DE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA Y LIMITA NUESTRA RESPONSABILIDAD HACIA USTED. LEA ESTE PLAN DETENIDA Y COMPLETAMENTE. SI NO ESTÁ DE ACUERDO CON CUALQUIERA DE LAS DISPOSICIONES, PUEDE CANCELARLO CONFORME A LO DISPUESTO EN EL CONTRATO.**

**Deudor.** La empresa obligada en virtud de este Plan es **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, cuya información de contacto es P.O. Box 061078, Chicago, IL 60606-1078, teléfono 1-866-856-3882.



**Definiciones.** A lo largo de este Plan, las palabras **(1) “nosotros”, “nos” y “nuestro”** hacen referencia a la empresa obligada en virtud de este Plan, conforme se menciona en la sección de Deudor anterior; **(2) “administrador”** hace referencia a Asurion Service Plans of Puerto Rico, Inc. Puede contactarse al administrador a la siguiente dirección: P.O. Box 1340, Sterling, VA 20167, 866-212-1971; **(3) “minorista”** hace referencia al minorista al que compró el producto y es el vendedor de este Plan; **(4) “avería”** hace referencia a la falla mecánica o eléctrica de los productos que impide su funcionalidad y es causada por: (a) defectos en los materiales o la mano de obra, o (b) el desgaste normal, incluido el nuevo rodado de los materiales blancos; **(5) “producto”** hace referencia al artículo de consumo que usted compró al mismo tiempo que esta cobertura y que está cubierto por este Plan; **(6) “producto de reemplazo”** hace referencia a un **PRODUCTO NUEVO, REMANUFACTURADO O REACONDICIONADO DE LA MISMA CLASE Y CALIDAD, CON CARACTERÍSTICAS SIMILARES**; **(7) “usted” y “su”** hacen referencia al titular del contrato que compró el producto y este Plan, o a un cesionario aprobado.

**Instrucciones.** Debe conservar este Plan y el recibo o correo electrónico de confirmación del pedido del producto; son parte integrante de la cobertura proporcionada por este Plan y es posible que se le pida que los presente para obtener el servicio. Este Plan, incluidos los términos, las condiciones, las limitaciones, las excepciones y las exclusiones, y el recibo de compra o correo electrónico de confirmación del pedido constituyen el acuerdo completo.

**Mantenimiento.** Debe realizar todo el mantenimiento requerido por la garantía del fabricante original.

**Qué está cubierto.** Este Plan cubre las piezas y los costos de reparación o reemplazo de su producto en caso de una avería, esto incluye la pérdida de diamantes y otras gemas debido a un defecto en el engaste, grietas o rayones en el cristal de los relojes, coronas de reloj, vástagos, correas o brazaletes de los relojes, o este Plan le reembolsará las reparaciones o el reemplazo del producto autorizados, a nuestra discreción, que no estén cubiertos por ninguna póliza de seguro u otra garantía o plan de servicio. Si determinamos que no podemos brindarle servicio a su producto según lo especificado en este Plan, podremos, a nuestra discreción, reemplazarlo por un producto de reemplazo o podremos emitirle una tarjeta de regalo o un cheque, a su elección, por el precio de compra pagado por el producto, excluidos los impuestos sobre las ventas, que se indica en su recibo o el correo electrónico de confirmación del pedido. Se podrán utilizar piezas no originales para la reparación del producto si no se dispone de las piezas del fabricante.

**Plazo de cobertura.** El plazo y la cobertura comienzan en la fecha de compra y continúan durante el plazo de cobertura de dos años tal cual esta indicado en el recibo de compra, a menos que se cancelen o se cumplan de conformidad con las disposiciones de Límite de responsabilidad o Cancelación. En el caso de que su producto esté siendo reparado por un centro de servicio autorizado cuando expire este Plan, el plazo de este Plan se prorrogará hasta que se haya completado la reparación cubierta.

**Para obtener el servicio.** Si su producto sufre una avería, podrá volver al minorista donde compró su producto y este Plan, o podrá llamar al servicio de atención al cliente al 1-866-212-1971, las veinticuatro (24) horas del día, los siete (7) días de la semana, para hablar con un agente. **Todas las reparaciones deben ser autorizadas por adelantado.** Las reparaciones no autorizadas pueden no estar cubiertas. Usted será responsable de llevar el producto al minorista para su reparación o reemplazo, según nuestras instrucciones. Si no puede llevar el producto al minorista autorizado, este Plan pagará los costos de envío hasta el lugar de reparación y la devolución. A nuestra entera discreción, podremos exigir que devuelva el producto a nuestro centro de servicio autorizado, para que este lo inspeccione, como condición para recibir un producto de reemplazo o un reembolso. Es posible que le solicitemos que rellene un formulario de facilitación de reclamación antes de recibir el servicio o el reemplazo o el

reembolso de su producto. También se le puede requerir que presente una identificación con foto emitida por el gobierno estatal o federal como condición para recibir el servicio o reemplazo o reembolso. Todas las reclamaciones deben informarse en el plazo de los treinta (30) días posteriores a la expiración del plazo de este Plan.

**Límite de responsabilidad.** Para cualquier reclamación individual, el límite de responsabilidad en virtud de este Plan es el menor de los siguientes costos: (1) reparaciones autorizadas; (2) un producto de reemplazo; (3) el reembolso de las reparaciones o el reemplazo autorizados por nosotros con anterioridad a dichas reparaciones o reemplazo; o (4) el precio que pagó por el producto, excluidos los impuestos sobre las ventas. La responsabilidad total en virtud de este Plan para cualquier producto individual es (a) el reemplazo del producto; (b) el reembolso del precio de compra que haya pagado por el producto, excluidos los impuestos sobre las ventas; o (c) el total de todas las reparaciones autorizadas hasta el precio de compra original del producto individual, excluidos los impuestos sobre las ventas. En el caso de que hayamos cumplido cualquiera de las condiciones anteriores (a), (b) o (c) de la responsabilidad total, habremos cumplido con todas las obligaciones contraídas en virtud de este Plan, y este Plan terminará.

**Deducible.** No se requiere ningún deducible para recibir servicios para su producto.

**Transferencia.** Este Plan puede transferirse. Para transferirlo, comuníquese con el administrador a P.O. Box 1818, Sterling, Virginia 20167-1818, o llamando al 866-212-1971. La información que proporcione debe incluir el número de Plan, la fecha de transferencia, el nombre del nuevo propietario, la dirección completa y el número de teléfono.

**Renovación.** El Plan de joyas puede renovarse, a nuestra discreción, contactando al administrador. El Plan de relojes puede renovarse, a nuestra discreción, contactando al administrador.

**QUÉ NO ESTÁ CUBIERTO: (1) Daños incidentales o emergentes. (2) Todas las condiciones preexistentes que tengan lugar antes de la fecha de efectividad de este Plan. (3) Daño por accidente, uso indebido, introducción de objetos extraños en el producto, manipulación de clavijas, engastes u otros elementos destinados a fijar los diamantes o las gemas, modificaciones o alteraciones no autorizadas, o incumplimiento de las instrucciones del fabricante. (4) Reparaciones o piezas no autorizadas, o el daño que estas provoquen. (5) Daño cubierto por una póliza de seguro, otra garantía u otro plan de servicio. (6) Acciones de terceros (incendio, colisión, vandalismo, robo, etc.). (7) Pérdida o daño debido a los elementos o caso fortuito. (8) Guerra, invasión o acto de enemigo extranjero, hostilidades, guerra civil, rebelión, motín, huelga, disturbios laborales, cierre patronal o conmoción civil. (9) Mantenimiento preventivo. (10) Defectos inherentes que son responsabilidad del fabricante. (11) Defectos en las gemas, lo que incluye, a título enunciativo, huecos, grietas, marcas de extracción, etc. (12) Pérdida de diamantes, gemas o cualquier otra pieza del producto, a menos que dicha pérdida se deba a un defecto de mano de obra o de materiales, incluidos aquellos debidos al desgaste normal, sin daño o esfuerzos indebidos. (13) Toda pérdida que no sea una avería cubierta del producto. (14) Productos no cubiertos originalmente por la garantía del fabricante o la política de devolución del minorista. (15) Falta de piezas debido a una retirada de productos del fabricante, independientemente de la capacidad del fabricante para pagar esas reparaciones. (16) Accesorios utilizados junto con un producto. (17) Pérdida de uso durante el período en que el producto se encuentra en un centro de reparación o a la espera de piezas. (18) Daño o pérdida provocados por no cumplir con las inspecciones requeridas por la garantía del fabricante original o la garantía del minorista. (19) Revisiones o mantenimiento periódicos, según las indicaciones del fabricante. (20) Servicio brindado fuera de los 50**

estados de EE. UU., el Distrito de Columbia y Puerto Rico, a menos que esté expresamente autorizado por ASPPR. (21) Los diamantes o las gemas que usted haya suministrado en la creación de una joya. (22) Daños cosméticos, incluidos rayones, desprendimientos y abolladuras que no impidan la funcionalidad mecánica del producto, salvo que se indique lo contrario en el presente documento. (23) Piezas que normalmente se prevé que usted tendrá que reemplazar periódicamente o que se consumirán durante la vida útil del producto (por ejemplo, baterías). (24) Daño por agua a los relojes, si se utilizan en condiciones que superan las directrices de resistencia al agua del fabricante. (25) Servicio cuando no se encuentra ningún problema (no se le cobrará por examinar el producto).

**Cancelación.** Para cancelar este Plan por cualquier motivo, debe entregarlo al minorista al que compró este Plan durante la política de devolución de la tienda; o para cancelarlo en cualquier momento, debe enviar un correo electrónico a [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com) o escribirnos a la siguiente dirección: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. Este Plan puede ser cancelado por nosotros o el administrador por cualquier motivo, esto incluye reparación o reemplazo no autorizados del producto, al notificarle a usted por escrito al menos treinta (30) días antes de la fecha en que la cancelación surte efecto. Dicha notificación deberá indicar la fecha de vigencia y el motivo de la cancelación. Si este Plan es cancelado: (a) por usted en un plazo de treinta (30) días posteriores a la recepción de este Plan, recibirá un reembolso completo del precio pagado por el Plan, incluidos los impuestos sobre las ventas, menos el costo de cualquier servicio recibido; o (b) por usted después de treinta (30) días de la recepción de este Plan, o por nosotros o el administrador en cualquier momento, usted recibirá un reembolso equivalente al 100 % del monto prorrateado de la porción no devengada del precio pagado por el Plan. Cualquier reembolso adeudado y no pagado o acreditado en un plazo de treinta (30) días posteriores a la fecha en que la cancelación surte efecto incluirá una penalización del 10 % por mes.

**Seguro que cubre este Plan.** Este Plan no es una póliza de seguro; sin embargo, nuestras obligaciones derivadas de este Plan están aseguradas en virtud de una póliza de seguro emitida por Continental Casualty Company, 151 N. Franklin, Chicago, IL 60606. Si no actuamos en relación con su reclamación dentro de sesenta (60) días, o en caso de que lleguemos a una situación de insolvencia o que tengamos dificultades financieras, usted podrá comunicarse con Continental Casualty Company directamente al 1-800-831-4262 para informar de su reclamación.

**ACUERDO DE ARBITRAJE.** Las decisiones de arbitraje dictadas de acuerdo con este Acuerdo de arbitraje no serán vinculantes para usted, siempre y cuando rechace la decisión por escrito y nos informe dentro de los cuarenta y cinco (45) días posteriores a la decisión. Si rechaza la decisión de arbitraje de acuerdo con los términos aquí expuestos, podrá acudir a los tribunales de Puerto Rico para resolver la controversia. El arbitraje es opcional.

**Lea detenidamente este Acuerdo de arbitraje. Esto afecta sus derechos.** La mayoría de sus inquietudes sobre este Plan se pueden abordar simplemente al comunicarse con nosotros al 1-866-856-3882. En el improbable caso de que no podamos resolver alguna controversia, incluidas las reclamaciones en virtud de este Plan, que usted o nosotros podamos tener, **USTED Y NOSOTROS PODREMOS ACEPTAR MUTUAMENTE POR ESCRITO RESOLVER DICHAS CONTROVERSIAS MEDIANTE ARBITRAJE NO VINCULANTE O ANTE UN TRIBUNAL PARA CASOS DE MENOR CUANTÍA, EN LUGAR DE HACERLO A TRAVÉS DE TRIBUNALES DE JURISDICCIÓN GENERAL.** El arbitraje es más informal que un litigio ante un juez. El arbitraje utiliza un árbitro neutral en lugar de un juez o jurado. Tiene una etapa de descubrimiento de pruebas más limitada que en un tribunal judicial y está sujeto a apelaciones limitadas

en tribunales. Los árbitros pueden conceder los mismos daños y perjuicios e indemnizaciones que puede conceder un tribunal judicial.

A los efectos de este Acuerdo de arbitraje, las referencias a “nosotros” y “nuestro” incluyen (1) al deudor del Plan, conforme se ha definido anteriormente, y a sus matrices, subsidiarias, filiales, aseguradoras de contrato de servicio, agentes, empleados, sucesores y cesionarios respectivos; y (2) a JCPenney Corporation y sus subsidiarias de propiedad absoluta, filiales, agentes, empleados, sucesores y cesionarios. Este Plan es prueba de una transacción de comercio interestatal y, por lo tanto, la Ley de Arbitraje Federal rige la interpretación y ejecución de este Acuerdo de arbitraje. Este Acuerdo de arbitraje continuará en vigencia tras la extinción de este Plan.

El presente Acuerdo de arbitraje está destinado a ser interpretado de manera amplia, e incluye cualquier controversia: (1) que se relacione de cualquier manera con este Plan o que surja de la relación entre usted y nosotros, ya sea que se base en un contrato, agravio, estatuto, fraude, tergiversación o en otros conceptos; (2) que haya surgido antes de que usted y nosotros celebráramos este Acuerdo de arbitraje o Plan, o que surja después de la finalización de este Acuerdo de arbitraje o Plan; y (3) que actualmente sea objeto de un supuesto litigio de demanda colectiva en el que usted no es miembro de una clase certificada. Sin perjuicio de lo anterior, este Acuerdo de arbitraje no le impide interponer una acción individual en un tribunal de reclamos menores o informar a las agencias o entidades federales, estatales o locales con respecto a su controversia. Es posible que estas agencias o entidades puedan solicitar una indemnización en su nombre.

Si usted o nosotros tenemos la intención de iniciar un arbitraje, usted y nosotros debemos primero enviar al otro una Notificación de Reclamación (“Notificación”) por escrito mediante correo certificado. El Aviso dirigido a nosotros debe enviarse a la siguiente dirección: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. La Notificación debe describir la controversia y manifestar la reparación específica que se solicita. Si usted y nosotros no resolvemos la controversia en un plazo de 30 días posteriores a la recepción del Aviso, usted o nosotros podremos iniciar un proceso de arbitraje ante la Asociación Americana de Arbitraje (American Arbitration Association, “AAA”). Para obtener los formularios necesarios para iniciar un procedimiento de arbitraje, visite [www.adr.org](http://www.adr.org) o llame al 1-800-778-7879. Después de que recibamos la notificación de que usted ha iniciado el arbitraje, le reembolsaremos el pago de cualquier cargo de presentación a la AAA. Si no puede pagar el cargo de presentación correspondiente, lo pagaremos en su lugar si usted nos envía una solicitud por correo certificado a la siguiente dirección: Legal Department: P.O. Box 110656, Nashville, TN 37122-0656. El arbitraje será administrado por la AAA de acuerdo con las Reglas de Arbitraje Comercial y los Procedimientos Suplementarios para Controversias Relacionadas con el Consumidor (las “Reglas de arbitraje”) en vigor en el momento en que se inicia el arbitraje y según las modificaciones de este Acuerdo de arbitraje. Para obtener una copia de las Reglas de arbitraje, visite [www.adr.org](http://www.adr.org) o llame al 1-800-778-7879.

El árbitro designado por la AAA para decidir la disputa está obligado por los términos de este Acuerdo de arbitraje. El árbitro debe decidir todas las cuestiones, incluido el alcance de este Acuerdo de arbitraje, con la excepción de que las cuestiones relacionadas con la aplicabilidad de este Acuerdo de arbitraje pueden ser decididas por un tribunal. A menos que usted y nosotros acordemos lo contrario, toda audiencia de arbitraje tendrá lugar en el condado o municipio de su dirección de facturación. Si la controversia es por \$10,000 o menos, podrá optar por llevar a cabo las audiencias de arbitraje presentando los documentos al árbitro o presentándose ante el árbitro en persona o por teléfono. Si su controversia es por más de \$10,000, el derecho a las audiencias de arbitraje será determinado por las

Normas de arbitraje. Pagaremos todos los cargos de presentación, administración y árbitro por cualquier arbitraje iniciado de conformidad con este Acuerdo de arbitraje, a menos que el árbitro determine que su controversia ha sido improcedente o presentada con un propósito indebido de acuerdo con la Norma Federal de Procedimiento Civil 11(b). En ese caso, el pago de dichos cargos estará regido por las Reglas de arbitraje.

Una vez finalizadas las audiencias de arbitraje, el árbitro dictará una decisión por escrito que incluirá una explicación de los hechos y las leyes en las que se basa la decisión. Si el árbitro dictamina a su favor y emite una indemnización por daños y perjuicios que es mayor que el valor de la última oferta de conciliación hecha por nosotros o si no hicimos ninguna oferta de conciliación y el árbitro le otorga cualquier indemnización por daños y perjuicios, haremos lo siguiente: (1) le pagaremos el monto de la indemnización por daños y perjuicios o \$7,500, la suma que sea mayor; y (2) pagaremos a su abogado, si lo hay, el doble del monto de los honorarios y el monto real de cualquier gasto razonable en el que se haya incurrido al proceder con su controversia en arbitraje. Usted y nosotros aceptamos no divulgar ninguna oferta de conciliación al árbitro hasta después de que este haya dictado la decisión por escrito. El árbitro podrá resolver cualquier controversia relativa a los honorarios de abogados y gastos, ya sea durante las audiencias de arbitraje o, previa solicitud, en un plazo de 14 días a partir de la decisión escrita del árbitro. Si bien ese derecho a los honorarios y gastos de abogados que se analizó más arriba es adicional a cualquier derecho que usted pueda tener en virtud de la ley aplicable, ni usted ni su abogado pueden cobrar indemnizaciones duplicadas de honorarios y gastos de abogados. Aunque podamos tener derecho en virtud de la ley aplicable a cobrar los honorarios y gastos de abogados de usted si prevalecemos en el arbitraje, por el presente renunciamos al derecho a hacerlo.

En la medida en que se solicite una medida cautelar o declaratoria en el arbitraje, dicha medida solo podrá concederse en la medida necesaria para proporcionar la compensación justificada por la reclamación individual de una parte. Si se considera que esta disposición específica de este Acuerdo de arbitraje es inexigible, entonces la totalidad de este Acuerdo de arbitraje será nula y sin efecto.

**Para obtener una copia con letra grande de los términos y condiciones de este Plan, llame al 1-866-212-1971.**

Administrado por:

ASPPR

P.O. Box 1340 • Sterling, VA 20167 • 1-866-212-1971

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Nombre del cliente: \_\_\_\_\_ Dirección del cliente: \_\_\_\_\_

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