

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

**THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN. THIS IS NOT A CONTRACT OF INSURANCE.**

**Obligor:** The company obligated under this Contract is DFC Services Corp, 13690 NW 14<sup>th</sup> Street, Miami, FL 33182. If this Plan was purchased on a cruise ship, the company obligated under this Contract is Dufry Cruise Services, LLC, 13690 NW 14<sup>th</sup> Street, Miami, FL 33182.

**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; **(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 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.

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

**All Jewelry Plans:** This Plan includes polishing and replacement of worn finishes.

**For Lifetime Jewelry Plans:**

- **Rings:** This Plan includes ring sizing.
- **All Jewelry:** This Plan includes polishing and replacement of worn finishes.

**Watch Plans:**

- This Plan includes a one (1) time refurbishment of your product during the term of this Plan. The refurbishment will include the following: buffing of light scratches to the band, case and buckle, polishing and, when possible, re-plating of the case and band.
- This Plan includes coverage for a breakdown due to watch crystal cracks or scratches, watch crowns, watch stems, bands or bracelets.

**Term of Coverage:** For 2-year and 3-year Jewelry and Watch Plans, your term and coverage begin on your date of purchase and continues for the period indicated on your sales receipt, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provision of this Plan. For Lifetime Plans, your term and coverage begin on your date of purchase and continues for your lifetime, unless cancelled or fulfilled pursuant to the Limit of Liability or Cancellation provision of this Plan. 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 7AM to 10 PM Central Time Monday through Friday and between 8 AM and 5 PM Central Time Saturday and Sunday at 800-861-9386 or for plans purchased on a cruise ship, call 888-485-0192. In the event you call after hours, there will be access to instructions on how to file a claim. **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.

**Service Fee:** There is no service fee required to obtain service on your product.

**Transfer:** 2-year and 3-year Jewelry and Watch Plans may be transferred anytime during the term of the Plan. Lifetime Plans may only be transferred if given as a gift within the first ninety (90) days from the date of purchase. You may transfer this Plan by contacting the administrator at P.O. Box 1818, Sterling, VA 20167-1818, or by calling 800-861-9386 or for plans purchased on a cruise ship call 888-485-0192. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** The 3-year Jewelry Plan is renewable at our discretion. The Watch Plan is not renewable. The Lifetime 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) 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) Any diamonds or gemstones supplied by the 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 may 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, less the cost of any claims that have been paid or repairs that have been made 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 claims that have been paid or repairs that have been made.

**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) DFC Services Corp. and Dufry Cruise Services, LLC (dba Colombian Emeralds and Dufry) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 800-861-9386 (for cruise ship purchases 888-485-0192). 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.

Administered by:  
Asurion Services, LLC  
Asurion Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-8434  
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