

SERVICE CONTRACT TERMS & CONDITIONS



Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-877-308-8071

CONGRATULATIONS! Thank You for Your recent purchase of the SmartGuard Protection Plan (the "**Service Contract**"). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS: Throughout this Service Contract, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Contract as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser/owner of the Product(s) covered by this Service Contract. "**Product**" means the jewelry or watch item that You purchased concurrently with and is covered under this Service Contract. "**Deductible**" means the amount You are required to pay for covered services (if any). "**Administrator**" refers to the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). Please contact the Administrator if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY & YOUR RESPONSIBILITIES UNDER THIS SERVICE CONTRACT (MAINTENANCE AND INSPECTIONS): You must ensure performance of all required care, maintenance and inspections for Your covered Product as specified in the Product's warranty that are necessary to keep Your Product in a usable and wearable condition. In order for coverage under this Service Contract to remain valid, all care, maintenance, and inspection services must be performed by (1) the original retailer or their authorized representative or (2) a servicing center authorized by Us, and You will be required to provide proof of such performances in the event of a claim for service under this Service Contract. **NOTICE:** Coverage under Your original purchased Service Contract is only for Your original covered Product. In the event Your original covered Product is used as a trade-in toward another item, coverage under Your original purchased Service Contract will no longer be valid and You will need to purchase a new Service Contract for the new item.

WHAT IS COVERED IN GENERAL: In the event of an eligible claim, We agree to cover the costs associated with the restoration services of Your covered Product to a usable and wearable condition; provided, such repair is necessitated by Product wear during normal usage of the Product or from accidental damage from handling ("ADH"), and under the conditions for which it was designed. Such restoration service may be in the form of repairs, replacement, or reimbursement, up to the original purchase price paid by You for the covered Product and at Our sole discretion. Materials used to repair or replace Your covered Product may be non-original manufacturer parts of like kind and quality.

COVERAGE PLAN OPTIONS – The following is applicable to You based on the plan You have purchased (as confirmed on Your sales receipt/invoice):

- 1. Jewelry Plan (No Watches):** If You purchased the Jewelry Plan, coverage under this Service Contract includes ring sizing; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting Product diamonds and gemstones; and repair of chipped or cracked stones (including center stones) as related to an eligible claim for Your covered jewelry Product.
- 2. Watch Only Plan:** If You purchased the Watch Only Plan, coverage under this Service Contract includes replacement for loss of stones from bezel in the event of an eligible claim on Your covered watch Product.

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

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Contract shall not exceed the original purchase price of Your Product, less all applicable taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Contract. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.**

Coverage described in this Service Contract will not replace or provide duplicative benefits during any active retailer's/store's return policy and/or manufacturer's warranty period. During such period, all parts, labor and/or shipping costs are the sole responsibility of the applicable retailer/store and/or manufacturer. **PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT.**

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT; INCLUDING ANY INHERENT PRODUCT FLAWS.

TERM OF COVERAGE: When You purchase this Service Contract at the same time as the covered jewelry/watch Product, coverage begins on Your purchase date and continues for the period of time defined on Your sales receipt.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Contract, You must contact the Administrator at 1-877-308-8071 to obtain a repair authorization number prior to having any repairs made to Your Product. For online service or web chat, log onto www.MySmartGuard.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will provide You with additional information for how to further obtain service on Your Product. You may be required to mail Your Product to a designated servicing center, and We will pay for the shipping costs. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product and it is very important that You follow all directions provided by the Administrator, as We will not be liable for damages resulting from improper packaging or shipment by You. Do not return Your Product to the retailer unless instructed to do so by the Administrator. If Your Service Contract expires during the time of an approved claim, coverage is extended until the claim has been fulfilled.

GENERAL EXCLUSIONS: THIS SERVICE CONTRACT DOES NOT COVER REPAIR OR REPLACEMENT OF THE PRODUCT FOR ANY OF THE FOLLOWING CAUSES, OR PROVIDE COVERAGE FOR ANY OF THE FOLLOWING LOSSES: (1) DAMAGE FROM MISUSE, ABUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED PRODUCT REPAIRS, MODIFICATION OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, FORTUITOUS EVENTS (SUCH AS FIRE, COLLISION, VANDALISM, THEFT AND PERILS OF NATURE); (2) DAMAGE OR LOSS RESULTING FROM THE LACK OF OBTAINING MAINTENANCE OR INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY, RETAILER'S WARRANTY, OR THIS SERVICE CONTRACT; (3) DAMAGE OR LOSS RESULTING FROM THE LACK OF OBTAINING REPAIRS THAT WERE REQUIRED TO MAINTAIN THE INTEGRITY OF THE COVERED PRODUCT; (4) DAMAGE COVERED BY OTHER INSURANCE, WARRANTY, GUARANTEE OR SERVICE AGREEMENT PROVIDING THE SAME COVERAGE AS THAT WHICH IS OUTLINED IN THIS SERVICE CONTRACT; (5) DAMAGE THAT IS NOT REPORTED PRIOR TO THE EXPIRATION OF THE TERM OF THIS SERVICE CONTRACT, UNLESS THIS SERVICE CONTRACT HAS BEEN RENEWED BY US FOR AN ADDITIONAL PERIOD; OR (6) PHYSICAL LOSS (MISPLACEMENT) OF THE COVERED PRODUCT; OR (REGARDING ADH: THEFT, MISPLACEMENT), RECKLESS/ABUSIVE OR WILLFUL/INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE PRODUCT, COSMETIC OR OTHER DAMAGE THAT DOES NOT AFFECT THE PRODUCT'S FUNCTIONALITY, OR IMPROPER PACKING/TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT.

IN ADDITION TO THE EXCLUSIONARY PROVISIONS ABOVE, THIS SERVICE CONTRACT DOES NOT COVER (1) AS IT RELATES TO THE "JEWELRY PLAN (NO WATCHES)", ANY INHERENT PRODUCT DEFECTS OR FLAWS IN GEMSTONES; ANY LOSS OF DIAMONDS, GEMSTONES OR OTHER MATERIALS (UNLESS SUCH LOSS IS RELATED TO A FUNCTIONAL BREAKDOWN OF THE COVERED PRODUCT); OR ANY TYPE OF DAMAGE OR BREAKDOWN TO A WATCH; AND (2) AS IT RELATES TO THE "WATCH ONLY PLAN", ANY INHERENT PRODUCT DEFECTS OR FLAWS IN MATERIALS; ANY REPAIR OR REPLACEMENT OF SCRATCHED CRYSTALS; OR ANY TYPE OF DAMAGE OR BREAKDOWN TO ANYTHING THAT IS NOT A WATCH.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION: You may cancel this Contract at any time by informing the Administrator of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia & Missouri where Claims deduction is prohibited).
 - *If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.*
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia & Missouri where Claims deduction is prohibited).
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

GUARANTY: This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days (thirty (30) days in Arizona) after the Product has been returned or, in the event You cancel this Service Contract, and We fail to refund the unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY: If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERS: If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

IMPORTANT CONSUMER INFORMATION: If the covered Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-308-8071 with the date of exchange, make, model, and serial number of the replacement Product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original expiration date of this Service Contract. The cancellation provisions of this Service Contract apply only to the original purchaser of this Service Contract.

ENTIRE AGREEMENT: This Service Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your covered Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS: Regulation of service contracts may vary widely from state to state. Any provision within this Contract which conflicts with the laws of the state where You live will automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions to the contrary.

Alabama: **CANCELLATION** is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the “**EXCLUSIONS**” section of this Service Contract.

California: **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. **CANCELLATION** is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **CANCELLATION** is amended as follows: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You. The final sentence in the Limits of Liability section is amended to the following: Neither We nor the Administrator shall be liable for any and all pre-existing conditions that occur prior to the effective date of this Service Contract and are known to You.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Nevada: **CANCELLATION** is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

New Mexico: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

North Carolina: We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section is deleted in its entirety and replaced with the following: If You cancel this service warranty Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty Contract purchase price. If You cancel this service warranty Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington: What is excluded from coverage is limited to that which is expressly stated under the “**EXCLUSIONS**” section of this Service Contract. **CANCELLATION** is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The **CANCELLATION** section is deleted in its entirety and replaced with the following: You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract.

For a Service Contract canceled subsequent to the period stated in the preceding paragraph or if a Claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid.

If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less Claims paid.

Unauthorized repairs may not be covered.

The **GUARANTY** section is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

These terms & conditions are available on the Administrator's website at www.MySmartGuard.com or Call 1-877-308-8071 to have a copy mailed to You.