

We, Asurion 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.

TERMS AND CONDITIONS

THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US AND ASURION (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 THIS PLAN.

Obligor: The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, 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: (1) "we," "us" and "our" refer to the company obligated under this Plan, as referenced in the Obligor section above; (2) "dealer" and "retailer" refers to BJ's Wholesale Club; (3) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials and/or workmanship, and b) normal wear and tear, to include re-rhodium of white metals for jewelry; (4) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; (5) "you" and "your" refer to the individual who purchased the product and this Plan or the individual to whom the product and this Plan have been transferred; and (6) "administrator" refers to (a) Asurion Services, LLC, in all states and District of Columbia, except in Florida; and (b) Asurion Service Plans of Florida, Inc. in Florida ("Asurion" refers collectively to Asurion Services, LLC, and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at P.O. Box 1340, Sterling, VA 20167-8434, 1-866--593-2591.

Entire Plan: Your rights under this Plan may vary from state to state. This Plan, including the terms, conditions, limitations, exceptions, exclusions, and the receipt containing the length of this Plan, commencement date and product identification constitute the entire agreement.

Instructions: You must keep this Plan and the sales receipt for the product; they are integral parts of the Plan and you may be required to produce them to obtain service or replacement.

What is Covered for Jewelry and Watch Plans:

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, cracked or chipped diamonds and other gemstones, dents to hollow

jewelry, kinks, thinning bands, crystal cracks, scratches, broken crowns, stems, inner movement and bands or bracelets, or this Plan will reimburse you for authorized repairs to, or replacement of, the product, at our discretion, provided that these services are not covered under any insurance policy, any other warranty or service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion, issue you a gift card or check for the purchase price paid for the product, excluding sales taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable.

Term of Coverage for Jewelry and Watch Plans: The term and coverage begins on your date of purchase and continues for two (2) or three (3) years. This Plan will terminate if your product is replaced with a new product or you receive reimbursement for the purchase price you paid as indicated on your sales receipt, excluding sales tax, at our discretion. At our sole discretion, we may require that you return the covered product to a designated location as a condition to receiving a replacement product or reimbursement.

How it Works: If your product experiences a breakdown during the first thirty (30) days, return it to the retailer for an even exchange. If your product breaks down after day thirty (30), file a claim online at [INSERT WEBSITE] or call customer service at [INSERT TOLL FREE NUMBER], [24 hours a day, 7 days a week] [INSERT HOURS OF OPERATION] to process your claim in accordance with the terms and conditions of this Plan. We will pay for the cost of shipping your product to and from the authorized service center if depot service is required. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable. 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 lesser of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding taxes. The total liability under this Plan for any single covered product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the covered product, excluding sales taxes; or (c) the total of all authorized repairs up to the original purchase price, excluding sales taxes of the single covered product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have satisfied all obligations owed under this Plan and this Plan shall terminate.

Free transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call [INSERT TOLL FREE NUMBER] or write to Asurion at P.O. Box 1818, Sterling, VA 20167-1818. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Deductible: There is no deductible required to obtain service for your covered product under the Plan.

What is not covered: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PRE-EXISTING CONDITIONS; (2) DAMAGE WHICH IS NOT REPORTED

WITHIN 30 DAYS AFTER EXPIRATION OF THIS PLAN; (3) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (E.G. BATTERIES AND BULBS); (4) ACTS OF GOD; (5) PREVENTATIVE MAINTENANCE; (6) INHERENT PRODUCT DEFECTS AND FLAWS IN GEMSTONES; (7) LOSS OF DIAMONDS, GEMSTONES OR OTHER PARTS; (8) COMMERCIALYUSED PRODUCTS; (9) 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 PRODUCT MODIFICATIONS OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (10) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (11) ANY FAILURES, PARTS AND/OR LABOR COSTS OR OTHER EXPENSES INCURRED AS A RESULT OF A MANUFACTURER'S RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (12) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (13) SERVICE THAT OCCURS OUTSIDE OF THE FIFTY (50) UNITED STATES OF AMERICA INCLUDING THE DISTRICT OF COLUMBIA; (14) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, OR DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM; (15) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE WATCH MANUFACTURER'S WATER RESISTANCE GUIDELINES; AND (16) FLAWS IN GEMSTONES.

Cancellation: You can cancel this Plan at any time 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 [INSERT EMAIL ADDRESS] or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of 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. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, or if this Plan is cancelled by us or the administrator at any time, you shall 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. This Plan may be cancelled by us or the administrator for any reason 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. For residents of AL, AR, CA, CO, 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.

Renewal: This Plan may be renewed at our discretion by calling the toll free help-line at [INSERT TOLL FREE NUMBER].

Insurance: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S.

Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within sixty (60) days, 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) [INSERT RETAILER] 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 [INSERT TOLL FREE NUMBER]. 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 or 1-800-778-7879. Asurion 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. Asurion waives any right it 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 services 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 Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

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

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. The first sentence of the Cancellation section is deleted and replaced with the following: You can cancel this Plan at any time for any reason, including if the covered 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, or at any time by emailing [INSERT WEBSITE] or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167.

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 the amount due. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any services 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 provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan 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 to participate in class actions, class arbitrations or other representative proceedings. Nothing contained in the arbitration provision 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 we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan 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. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. The following sentence is added to Item (9) in 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.

New Hampshire Residents: Contact us at [INSERT TOLL FREE NUMBER] with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 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. Oklahoma license number: 862590.

Oregon Residents: The arbitration agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act, in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: Contact us at [INSERT TOLL FREE NUMBER] with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this program may be directed to the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 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 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 Guarantee Association. The fourth sentence in the Cancellation section 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.

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. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The arbitration agreement provision of this contract is amended as follows: **(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 TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of paragraph (a) is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision of 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) [INSERT RETAILER] and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please visit [INSERT WEBSITE].

Administered by:

Asurion

P.O. Box 1340. Sterling, VA 20167-8434. [INSERT TOLL FREE NUMBER]

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Customer Name: _____

Customer Address: _____