

**SERVICE CONTRACT TERMS & CONDITIONS**

Administrator: Warrantech Consumer Product Services, Inc. ("WCPS")  
P.O. Box 1189  
Bedford, TX 76095  
USA: 1-888-349-0190 | INTERNATIONAL: 817-785-6860  
[www.MyProtectionPlan360.com/RogersEnt](http://www.MyProtectionPlan360.com/RogersEnt)

**CONGRATULATIONS!** Thank You for Your recent purchase of the Protection Plan (the "Service Contract", "Contract"). We hope You enjoy the added comfort and protection this Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this 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 Contract. From the day You purchase this Contract, You can contact Our Administrator at any time to assist You in understanding Your Contract benefits.

**DEFINITIONS**

Throughout this Service Contract, the following capitalized words have the stated meaning:

- "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, NY 10038).
- "Administrator"** refers to the entity responsible for administrating 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 Contract is administered by WCPS of Florida, Inc., License No. 80202).
- "You", "Your"** refers to the purchaser/owner of the Product(s) covered by this Service Contract.
- "Product"** means the new and/or fully inspected (by the Retailer) jewelry or watch item that You purchased and is specifically covered under this Service Contract, as indicated on Your sales receipt/invoice.
- "Retailer"** means the merchant that has been authorized by Us to sell this Service Contract to You.
- "Deductible"** means the amount You are required to pay for services covered under this Contract (if any).
- "Claim"** refers to a demand for payment in accordance with this Service Contract sent by You.

**PRODUCT ELIGIBILITY & YOUR RESPONSIBILITIES UNDER THIS CONTRACT  
(MAINTENANCE AND INSPECTIONS)**

In order for coverage under this Contract to remain valid, You must ensure that all required care, maintenance, and inspection services specified in the Product's warranty are performed by (1) the original Retailer or their authorized representative, or (2) a servicing center authorized by Us or the Administrator. You will be required to provide proof of such in the event of a Claim.

**WHAT IS COVERED IN GENERAL**

In the event of an eligible Claim, We agree to provide for the services outlined below as applicable to the plan option You purchased. At Our sole discretion, restoration services may be provided in the form of repairs or reimbursement; subject to the LIMIT OF LIABILITY provision. Coverage described in this Contract will not replace or provide duplicative benefits during any active Retailer'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 and/or manufacturer. PARTS USED TO REPAIR YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT.

- Jewelry Protection Plan** – If You purchased the Jewelry Protection Plan, coverage under this Contract includes:
  - Ring soldering of covered ring Products; and
  - Restoration services required as a result of breakage during normal wear; such as: broken, worn or bent prongs; stretched or broken pearl strands; cracked or thinning ring shanks; broken chains, bracelets or clasps; broken earring posts or backs; gouges or discoloration; distorted or dented jewelry; kinked or knotted chains and bracelets; cracked, chipped, or scratched stones; and loss of diamonds or gemstones due to a defective, worn, bent or broken setting.
- Lifetime Jewelry Protection Plan:** If You purchased the Lifetime Jewelry Protection Plan, coverage under this Contract includes:
  - Ring soldering of covered ring Products;
  - Unlimited ring sizing on covered ring Products; and
  - Restoration services required as a result of breakage during normal wear; such as: broken, worn or bent prongs; stretched or broken pearl strands; cracked or thinning ring shanks; broken chains, bracelets or clasps; broken earring posts or backs; gouges or discoloration; distorted or dented jewelry; kinked or knotted chains and bracelets; cracked, chipped, or scratched stones; and loss of diamonds or gemstones due to defective, worn, bent or broken setting.
- Watch Protection Plan:** If You purchased the Watch Protection Plan, coverage under this Contract includes:
  - Restoration services required as a result of breakage during normal wear; such as: movement failure; crystal scratches or breaks; case or bezel damage; broken watch band; broken stem or crown; and broken clasps;
  - Restoration services for cosmetic scratches and dents on silver-tone stainless steel watch bands (up to one (1) refurbishment per calendar year from Contract purchase date);
  - Replacement of damaged leather or rubber watch straps (up to one (1) replacement per calendar year from Contract purchase date); and
  - Repair or replacement for water damage to a covered water-resistant watch Product.

**DEDUCTIBLE**

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

**LIMIT OF LIABILITY**

During Your Contract Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract shall not exceed (at Our sole discretion):

1. The accumulation of costs for repairs and/or services to Your covered Product equal to the original Product purchase price; OR
2. One (1) replacement of Your whole original covered Product; OR
3. A one-time reimbursement equal to the fair market value of the original covered Product;

Whichever occurs first.

Once any one of the above limits has been met, Our obligations will be considered fulfilled and coverage under this Contract ends.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, 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 RESULTING FROM DAMAGE TO OR BREAKAGE OF THE COVERED PRODUCT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS.

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#### TERM OF COVERAGE

Coverage begins on Your Contract purchase date and continues for the period of time defined on Your sales receipt/invoice ("Term").

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#### HOW TO FILE A CLAIM

Visit any of Your Retailer's locations with Your Contract sales receipt and covered Product in hand. Your Retailer will contact the Administrator and confirm Claim eligibility under this Contract. If a Retailer is not convenient to You, then contact the Administrator at 1-888-349-0190 or visit [www.MyProtectionPlan360.com/RogersEnt](http://www.MyProtectionPlan360.com/RogersEnt) (available 24/7) to receive a Claims authorization number and detailed instructions on how Your Product will be serviced. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

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#### WHAT IS NOT COVERED (GENERAL EXCLUSIONS):

THIS CONTRACT DOES NOT COVER REPAIR OR REIMBURSEMENT OF THE PRODUCT FOR ANY OF THE FOLLOWING CAUSES, OR PROVIDE COVERAGE FOR ANY OF THE FOLLOWING LOSSES:

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| A. PRE-EXISTING CONDITIONS KNOWN TO YOU ("PRE-EXISTING CONDITION" REFERS TO A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY, RELATES TO THE FITNESS OF THE PRODUCT BEFORE THIS CONTRACT WAS PURCHASED); | J. ANY INHERENT PRODUCT DESIGN DEFECTS OR FLAWED GEMSTONES;  |
| B. DAMAGE FROM MISUSE, ABUSE, WILLFUL/INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE PRODUCT INCLUDING INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT;                              | K. LOSS OF DIAMONDS, GEMSTONES OR OTHER MATERIALS (UNLESS SUCH LOSS IS RELATED TO A FUNCTIONAL BREAKDOWN OF THE COVERED PRODUCT);                        |
| C. UNAUTHORIZED PRODUCT REPAIRS, MODIFICATIONS OR ALTERATIONS;   | L. PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT SUCH AS BATTERIES;                            |
| D. FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;  | M. WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE MANUFACTURER'S WATER RESISTANCE GUIDELINES;  |
| E. FORTUITOUS EVENTS SUCH AS FIRE, COLLISION, VANDALISM, THEFT AND PERILS OF NATURE;   | N. DIAMONDS, GEMSTONES OR ANY OTHER COMPONENTS SUPPLIED BY THE CUSTOMER AND NOT INCLUDED AS A COVERED PRODUCT UNDER THE SERVICE CONTRACT;                |
| F. DAMAGE OR LOSS RESULTING FROM THE LACK OF OBTAINING MAINTENANCE OR INSPECTIONS REQUIRED BY THE MANUFACTURER;  | O. COSMETIC SCRATCHES AND DENTS ON NON-SILVERTONE STAINLESS STEEL WATCH BANDS;   |
| G. ANY DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE AGREEMENT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS CONTRACT;  | P. RING SIZING ASSOCIATED WITH ARTHRITIC SHANKS;   |
| H. DAMAGE THAT IS NOT REPORTED PRIOR TO THE EXPIRATION OF THE TERM OF THIS CONTRACT;   | Q. DAMAGE DURING SHIPMENT BY YOU TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT BY YOU; OR   |
| I. PHYSICAL LOSS (MISPLACEMENT) OF THE COVERED PRODUCT;  | R. ANY SERVICE TO THE COVERED PRODUCT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA, UNLESS PRIOR AUTHORIZED BY THE ADMINISTRATOR. |

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#### OUR RIGHT TO RECOVER PAYMENT

If You have the right to recover against another party for anything We have paid under this 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.

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#### CANCELLATION

You may cancel this Contract at any time by informing the Retailer of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only. NO CANCELLATION FEES APPLY. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

- 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 & Nevada 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 & Nevada 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.
- If Your Product and this Contract have been financed by the lienholder Rogers Enterprises, Inc., they may cancel this Contract for non-payment.

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#### 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 Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract, and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

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#### RENEWABILITY

If You wish to renew coverage under this 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.*

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#### TRANSFERS

This Contract may only be transferred once to a gift recipient during the first 90 days after the covered Product purchase, at Our sole discretion. *The CANCELLATION provisions apply to the original purchaser of this Contract only.*

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#### ENTIRE AGREEMENT

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and Your Contract sales receipt/invoice, 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. 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.

**Arizona:** WHAT IS NOT COVERED - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract, and Exclusion C. refers only to unauthorized product repairs, modifications or alterations performed after the effective date of the 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 sixty (60) 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 paid by You; or if You have made a Claim against the Service Contract or if Your Service Contract is canceled by written notice after sixty (60) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price paid by You, 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 lienholder may only cancel this Contract for non-payment if they hold a power of attorney. WHAT IS NOT COVERED Exclusion C. refers only to unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract.

**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:** This Contract is not insurance and is not subject to Indiana insurance law. 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. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

**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, 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. 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. This Service Contract will not become void if You make unauthorized repairs. However, this Service Contract will provide no coverage if You make unauthorized repairs.

**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 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: You may cancel Your Service Contract at any time by informing the Retailer. 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 Contract, 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.

**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. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

**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. 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 "WHAT IS NOT COVERED" 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 and replaced as follows: You may cancel this Service Contract at any time. 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. If Your refund is not paid or credited within 45 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.

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.

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 We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

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.

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