

## PREMIUM RESIDENTIAL FURNITURE PROTECTION PLAN – TERMS AND CONDITIONS

ONLINE CLAIMS: [www.gppclaims.com](http://www.gppclaims.com)

### HOW TO FILE A CLAIM:

#### 1. BEFORE YOU GO ONLINE OR CALL –

##### ARE YOU STILL UNDER YOUR MANUFACTURER/STORE WARRANTY?

Check Your manufacturer/store warranty to see if You are still covered. You can call Your Retailer for a copy, and they will assist You if You are covered. **This Plan does not cover any condition that should be covered by Your manufacturer/store warranty or any other warranty.**

##### IS THIS DELIVERY DAMAGE?

Please contact Your Retailer directly for all delivery damages. **This Plan does not cover any damage during delivery or set-up of the covered Furniture Items.**

##### DO YOU HAVE THE REQUIRED INFORMATION? (Failure to provide all information may result in denial of coverage.)

Check that You have all Plan documents, the itemized receipt, photographs of the affected area, and can describe the damage and its cause. All claims must be filed within **30 days** of the incident. Failure to provide necessary information including receipt, photographs or other documentation within 30 days of request may result in a denial of coverage.

**DO NOT ATTEMPT TO CLEAN OR CALL A TECHNICIAN – Unauthorized cleaning/repairs may void coverage.**

#### 2. Go online to [www.gppclaims.com](http://www.gppclaims.com) and follow the prompts or call 1-800-527-8485 to file a claim.

### IMPORTANT DETAILS:

To fulfill Your claim, We may provide repair advice and/or products or You may receive a no-charge in-home visit by a professional technician who will attempt to clean the stain and/or repair the damage. If We cannot repair Your Furniture Item, We will either replace it or provide You with an in-store credit at Our sole discretion. Credit will be offered at the Retailer where the Plan was purchased, subject to the Limit of Liability, and will exclude all taxes and delivery/shipping costs. If You move outside of the Retailer's delivery area, You will be responsible for all additional delivery/shipping costs.

We have the right to deny service should You refuse Our attempts to repair or service Your Furniture Item. You also must provide a safe, non-threatening environment for our technicians to perform service. You must be an adult over the age of 18 years and be present for any scheduled technician visit.

We will not be responsible or otherwise service matching pieces of Furniture Items that are not damaged, and We are not responsible for and will take no action to correct dye lot, texture or any other variations arising from service or replacement of a part or entire Furniture Item. This Plan does not transfer to replacement furniture. If replacement of the damaged Furniture Item is necessary, We cannot guarantee that the replacement will exactly match the Furniture Item, especially if the Furniture Item has been discontinued by the manufacturer.

### DEFINITIONS:

When capitalized, the following words have special meaning throughout this Plan: (1) "Plan" refers to these terms and conditions, Your Welcome Letter, and/or the receipt with the Effective Date and Term of Your Plan and the covered Furniture Item(s); (2) "You" and "Your" refer to the purchaser of this Plan as shown on the receipt, and includes the Lessee if the Furniture Item was acquired under a rent-to-own or lease-purchase transaction (collectively, "RTO Transaction"); (3) "We," "Us," "Our" or "Obligor" refer to the company obligated under this Plan, which is: (a) CNA Warranty Services, Inc. in all states except Florida; and (b) In Florida, CNA Warranty Services of Florida, Inc.; (4) "Administrator" refers to Guardian Protection Products, Inc., 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223, 1-800-527-8485; (5) "Furniture Item(s)" refers to indoor furniture constructed of upholstered fabric, leather/vinyl or wood/hard surfaces that you purchased concurrently with this Plan and are shown as covered furniture item(s) on the Welcome Letter or receipt. Note: not all items shown on Your receipt may be eligible for coverage under this Plan. Examples of items ineligible for coverage under the terms of this Plan include mattresses, adjustable bed bases, pillows, carpets, area rugs, and artwork; (6) "Retailer" refers to the dealer, store or outlet where you purchased the Furniture Item(s) and this Plan; (7) "Breakdown" refers to mechanical or electrical failure of or damage to a Furniture Item due to a defect in materials or workmanship; (8) "Breakage" refers to accidental damage, including unintentional damage during normal use, to the functional or integral components of a Furniture Item, resulting from a specific incident, but does not include a Breakdown; (9) "Welcome Letter" refers to the confirmation of Your Plan purchase that was received with this Plan; (10) "Pet" refers to the confirmation of Your Plan purchase that was received with this Plan a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile or caged amphibian kept in the home for companionship purposes.

**DEDUCTIBLE:** No deductible is required.

### WHAT'S COVERED?:

This Plan covers the following accidental stains/damages from a specific incident and Breakdowns, subject to the What's Not Covered and other Plan conditions:

#### 1. FABRIC, LEATHER AND VINYL FURNITURE:

- All stains, subject to the terms and conditions.
- Seam separation, button and zipper breakage, rips, cuts, punctures or burns.
- A single incident of damage caused by a Pet. (Coverage is limited to one claim fulfillment per Plan.)
- Breakdown or Breakage of frames, springs, and sleeper, reclining, inclining, heating, and vibrating mechanisms. (Coverage begins one year after the start of the Plan term and does not include damage covered by a manufacturer/store or other warranty.)
- Breakdown or Breakage of the following categories of integral electronic components: USB ports, remotes, speakers, lights, and charging stations. (Coverage is limited to a maximum of [one hundred dollars (\$100)] per electronic component category.)
- Breakdown or Breakage of integral drawer and door hardware including drawer glides, handles, knobs, and hinges. (Coverage is limited to a maximum of [fifty dollars (\$50)] per Plan.)

#### 2. WOOD AND HARD SURFACE FURNITURE:

- All stains, subject to the terms and conditions.
- Breakage of wood including wooden bed slats or other hard surface.

- c. Gouge, heat mark or liquid ring.
- d. Breakage of glass or mirror components, and any chip, scratch, or loss of silvering on mirrors.
- e. A single incident of damage caused by a Pet. (Coverage is limited to one claim fulfillment per Plan.)
- f. Checking, cracking, bubbling or peeling of finish, but not including a Breakdown.
- g. Breakdown or Breakage of the following categories of integral electronic components: USB ports, remotes, speakers, lights, and charging stations. (Coverage is limited to a maximum of [one hundred dollars (\$100)] per electronic component category.)
- h. Breakdown or Breakage of integral drawer and door hardware including drawer glides, handles, knobs, and hinges. (Coverage is limited to a maximum of [fifty dollars (\$50)] per Plan.)
- i. Breakdown or Breakage of fireplace insert components, including motors, heating units, blowers, remote controls and other electrical components. (Coverage begins one year after the start of the Plan term and does not include damage covered by a manufacturer/store or other warranty.)

#### **WHAT'S NOT COVERED?:**

This Plan does not cover the following:

1. **Warranties:** Damage that is covered or should be covered by a store/manufacturer's warranty or any other warranty, regardless of the warrantor's ability to pay; any item sold without a store/manufacturer's warranty; any damage subject to manufacturer's recall;
2. **Handling:** Damage during delivery, set-up, assembly or while in transit;
3. **External Elements:** Damage while any Furniture Item is located outside of the residence, including, but not limited to, Furniture Items located on screened-in porches;
4. **General Soiling/Wear and Tear:** Odors; stains/damages that accumulate over time; loss of foam resiliency; fraying/pilling of upholstery; normal wear and tear;
5. **Non-Accidental Damage:** Any intentional physical damage; any modifications made to the Furniture Item; failure to follow manufacturer's installation, operation or maintenance instructions; damages caused by misuse, neglect, abuse, civil commotion or riot; damage caused by improper or unauthorized (other than those provided by Us) cleaning methods or topical treatments;
6. **Consequential/Incidental Damages:** Loss or injury to a person or loss or damage to other property or any incidental, contingent, special, or any direct or indirect loss and consequential damages, including, but not limited to, losses incurred due to any delay in rendering service under this Plan or resulting loss of use;
7. **Animals:** Unless specifically listed in the What's Covered section, damage caused by animals, including, but not limited to, damage caused by beaks, claws, or jaws or insect infestation, but not including covered damage caused by pet bodily fluids. (Repeated pet bodily fluid stains are not considered accidental;)
8. **Surface Damage:** Damage that is a scratch, scuff, indentation or other mark that does not clearly penetrate through the upholstery or solid surface finish; burns or other damage caused by direct contact to flames;
9. **Material and Workmanship Defects:** Any Breakdowns, unless specifically listed in the What's Covered section, such as leather/vinyl cracking or peeling, color loss, fading or discoloration, leather scars or finish defects; manufacturing variations, including fabric/leather dye lot and wood finish variations;
10. **Caustic Substances:** Any damage caused by corrosive or caustic materials;
11. **Specific Components/Materials:** Plastic or metals parts, such as baskets, lamps, and remotes (unless specifically listed in What's Covered); cloth/dust cover under upholstered furniture, "X" coded fabrics, 100% silk, non-colorfast material, nubuck, suede other sensitive leathers; split hides in seating areas; mattresses/box springs; crowned or curved glass; non-functional or aesthetic parts; consumables, such as batteries and bulbs;
12. **Other Damage:** Caused by outside contractors/technicians; caused by wiring faults/incorrect voltage; caused by leaking appliances, pipes; damages that should be covered under homeowner's/renter's insurance, including, but not limited to, fire, burglary, theft, vandalism or acts of nature/God; any pre-existing conditions that existed prior to the effective date of this Plan;
13. **Excluded Furniture:** "As-Is," "Pre-owned," "Final Sale," "Open Box," or rental furniture (other than covered RTO Transactions).

#### **GENERAL PROVISIONS:**

This Plan constitutes the entire agreement between You and Us. By purchasing this Plan, You understand that it is a legal contract and acknowledge that You have had the opportunity to read and understand these terms and conditions. Coverage under this Plan is limited to damage that occurs in the 50 states of the United States, including the District of Columbia, and is only valid for new eligible Furniture Item(s) purchased concurrently with this Plan and shown on the Welcome Letter or receipt. All coverages are for covered accidental damage from a single incident or a Breakdown. Furniture used for commercial purposes, including, but not limited to, furniture located in multi-user organizations, multi-family housing, and public rentals are ineligible under this Plan. Furniture Item(s) and materials replaced under the terms and conditions of this Plan become the sole property of the Obligor. You are not required to purchase this Plan as a condition of a loan or purchase of any property.

NOTE: This Plan is not an insurance policy or a cleaning or maintenance contract. This Plan covers accidental damage from normal household use as described in these Plan terms and, if specified in "What's Covered" and not excluded under "What's Not Covered," defects in workmanship and/or material of Your covered Furniture Item(s).

#### **TERM:**

Coverage under the Plan for each Furniture Item begins with the later of the Plan Effective Date or the date You take possession of the Furniture Item, and lasts for the Term, both of which are stated on the Welcome Letter or receipt. The Plan coverage begins the Plan Effective Date and ends with the latest Furniture Item coverage expiration. This Plan is not renewable and is not transferable to another owner. If the Furniture Item and the Plan purchase are being given as gift, contact Administrator's Customer Service at 1-800-527-8485 within thirty (30) days from the date of purchase with the name and address of the recipient.

#### **RTO TRANSACTIONS:**

Where a Furniture Item was initially acquired under an RTO Transaction, any cash settlement or refund will be paid to the owner of the Furniture Item at

the time the settlement is made. This will be the lessor ("Lessor") if You have not yet acquired ownership of the Furniture Item. In all other respects, the lessee ("Lessee") will retain a beneficial interest in this Plan and all non-cash benefits will be paid to the Lessee. Any owner obligations related to maintenance of the Furniture Item shall be the responsibility of the Lessee during the term of any RTO Transaction. Any reference to "purchased," "sold," or similar terms shall include "rented" and "leased" and their derivatives. Except as stated in these Plan terms, any reference to "purchaser" means the Lessee under the RTO Transaction and not the Lessor.

**LIMIT OF LIABILITY:**

For any single claim, the limit of liability under this Plan is the lesser of the cost of: (1) authorized service/repairs; (2) replacement of affected Furniture Item(s) with a new replacement piece of equal value; and (3) the price that You paid for the Furniture Item, excluding taxes and delivery/shipping fees.

Coverage for Breakdown or Breakage of the following categories of integral electronic components: USB ports, remotes, speakers, lights, and charging stations is limited to a maximum of [one hundred dollars (\$100)] per electronic component category. Coverage for Breakdown or Breakage of integral drawer and door hardware including drawer glides, handles, knobs, and hinges is limited to a maximum of [fifty dollars (\$50)] per Plan.

The total liability under this Plan for all claims to a Furniture Item is the purchase price You paid for the Furniture Item, excluding taxes and delivery/shipping fees. The total liability for all claims under this Plan is the total price You paid for all covered Furniture Items, excluding taxes and delivery/shipping fees, but not to exceed the Maximum Limit of Liability shown on the Welcome Letter or receipt. If the aggregate of all authorized service/repairs exceeds the purchase price paid for the Furniture Item or We replace the Furniture Item with a new piece of comparable value, Our obligations owed under this Plan for the Furniture Item will be fulfilled.

**Pet damage coverage under this Plan is limited to one eligible claim per Plan. The payment of a Pet damage claim fulfills Pet Damage obligations for the remaining Plan term for all furniture items and no additional Pet damage claims will be covered**

If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan, less paid claims. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

**CANCELLATION:**

This Plan may be cancelled by Us for any reason and You will receive a pro rata refund, less the cost of any service received, claim paid, or replacement received or pending. If we cancel for fraud, material misrepresentation, non-payment of Our fee, or a substantial breach of Your duties under this Plan, cancellation will become effective immediately and You will receive no prior notice. If We cancel for any other reason, written notice of cancellation stating the effective date and reasons for the cancellation will be mailed to You not less than sixty (60) days before cancellation is effective.

This Plan may be cancelled by You at any time for any reason by mailing or delivering a notice of cancellation to Guardian Protection Products, Inc. 9900 Corporate Campus Drive, Suite 2050, Louisville, KY 40223. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, You will receive a full refund of the price paid for the Plan, less the cost of any service, claim paid, or replacement received or pending; or (b) after thirty (30) days, You will receive a pro rata refund, less the cost of any service received, claim paid, or replacement received or pending. If You financed the purchase of this Plan, at our discretion any refund due will be paid directly to the lender of record. With respect to cancellation of this Plan by a Lessee in an RTO Transaction, the refund will be payable to the Lessor, unless You have taken ownership of the Furniture Item. Unless a different penalty is required by state regulations, We will add a ten (10) percent penalty per month to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan.

**ARBITRATION:**

- a) The Parties agree to attempt to resolve any dispute concerning or relating to this Contract, whether directly or indirectly, through informal means or through small claims court. If the dispute is unable to be resolved through informal means or in small claims court, the dispute will be settled by binding arbitration.
- b) The interpretation and enforcement of this Contract is governed by the Federal Arbitration Act ("FAA") and, where not in conflict with the FAA, by the substantive law of the state where this Contract was sold by the Dealer shown on the Record of Coverage. Unless otherwise agreed upon by the parties, arbitration of disputes shall take place before a single arbitrator in the county in which You live or are headquartered. The arbitration will be administered by the AAA or another nationally recognized arbitration administrator using the American Arbitration Association's Commercial Arbitration Rules.
- c) To begin arbitration, either You or Us must serve a written notice of intent to arbitrate to the other party. The notice must: a) describe the basis of the dispute, and b) set forth the relief sought. If the dispute cannot be resolved within thirty (30) days of receipt through informal means, You or We may commence arbitration.
- d) The expense of the arbitrator shall be shared equally between You and Us, and each Party shall pay their own filing, attorney, and travel fees. This does not prohibit the arbitrator from including the fees and expenses in the award settlement, if any.
- e) The arbitrator may award a Party only its actual damages. The arbitrator shall not award punitive, consequential, special, incidental, or exemplary damages. The arbitrator also may award equitable relief including injunctive relief, but only to the extent reasonably necessary to afford You relief. Any settlement offer made between the Parties prior to the arbitration proceeding shall not be disclosed to the arbitrator until after the arbitrator determines an award amount, if any.
- f) The Parties agree the arbitration proceedings, final judgement, and any relief or award shall remain confidential but may be entered, by the arbitrator, in any court having the jurisdiction to do so.
- g) This arbitration provision prohibits the arbitrator from consolidating any of the disputes or claims of others into one proceeding. This means an arbitrator shall hear only claims involving individual Parties and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group in one proceeding to the maximum extent permitted by law.
- h) FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO FILE A COMPLAINT WITH A COURT OF GENERAL JURISDICTION OR TO A TRIAL BY A JURY OR JUDGE, OR TO PARTICIPATE IN CLASS ACTION LITIGATION, CLASS ARBITRATION, OR ANY COLLECTIVE, CONSOLIDATED ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT.
- i) This arbitration provision shall survive the cancellation or termination of this Contract. To the extent applicable state law prohibits mandatory arbitration, binding arbitration, or arbitration that takes place outside the county or parish where you are headquartered, the provisions of this section of this Contract are amended to conform to state law.

**INSURANCE SECURING THIS PLAN:** This is not an insurance policy. This Plan is secured by contractual liability policies provided by Continental Casualty Company, which can be contacted at 151 N Franklin St., Chicago, IL 60606, 1- 800-831-4262. If within sixty (60) days We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Plan when sending correspondence to the insurance company.

You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372.

#### STATE SPECIFIC REQUIREMENTS:

**The following state-specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:**

**Alabama Residents:** You may cancel this Plan within thirty (30) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after thirty (30) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

All arbitration under the Arbitration section of the Plan will take place in Alabama in the county in which You reside.

**Arizona Residents:** If Your written notice of cancellation is received prior to the Plan expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan, less an administrative fee of 10% of the gross amount paid for the Plan or \$25, whichever is less. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the service contract on Our behalf. The Plan may not be canceled or voided by Us due to Our acts or omissions or those of Our assignees or subcontractors for Our or their failure to provide correct information or to perform the services or repairs provided in a timely, competent and workmanlike manner. We may also not cancel the Plan due to preexisting conditions that were known or that reasonably should have been known by Us or the person selling the service contract on Our behalf, prior use or unlawful acts relating to the product, or misrepresentation by either Us or the person selling the service contract on Our behalf.

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The ARBITRATION section of the Plan does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about this process, You may contact the DIFI at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the DIFI against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the DIFI at 602-364-2499.

**IMPORTANT NOTE: IF YOUR PLAN COVERAGE PROVIDES FOR ALL STAINS COVERAGE, ANY TYPE OF STAIN WILL BE COVERED UNLESS IT IS EXCLUDED IN THE WHAT'S NOT COVERED SECTION. PLEASE READ THIS SECTION CAREFULLY AND CALL THE ADMINISTRATOR IF YOU HAVE ANY QUESTIONS.**

None of the exclusions in the WHAT'S NOT COVERED section apply unless the excluded condition occurs after You have taken possession of the Furniture Item.

**California Residents:** The CANCELLATION section of the Plan is modified 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 claim has been paid or service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any claims paid or service received. A ten (10) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Plan.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the Furniture Item 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 Furniture Item, the cost of repair of the Furniture Item and a copy of the Plan.

The Obligor of the Plan is CNA Warranty Services, Inc. You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372.

You have the right to cancel the Plan if You return the Furniture Item or the Furniture Item is sold, lost, stolen or destroyed.

If, within sixty (60) days, We have not paid a covered claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company, Continental Casualty Company, in writing at 151 N Franklin St., Chicago, IL 60606. Please enclose a copy of Your Plan when sending correspondence to the insurance company. The written complaint must contain a description of the dispute, the purchase price of the Furniture Item, the cost of repair of the Furniture Item, and a copy of the Plan.

**Florida Residents:** In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, You will receive a refund based on 100% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return purchase price is based upon 100% of the unearned pro rata purchase price. If We determine in Our sole discretion that Your Furniture Item cannot be repaired or Your Furniture Item requires replacement instead of repair, We will replace Your Furniture Item with an item of like kind and quality that is of comparable performance, or, reimburse You for replacement of the Furniture Item with a check, at Our discretion, equal to the original purchase price of the Furniture Item, as determined by Us, not to exceed the original purchase price of the Furniture Item, including all applicable taxes. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** If You cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale, We will refund You one hundred percent (100%) of the Plan price, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan to Us. If You cancel after this time period, We shall refund You one hundred percent (100%) of the unearned pro rata Plan price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Plan price. We may cancel this Plan for non-payment of the Plan price, material misrepresentation or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for and effective date of the cancellation. If We cancel this Plan, We shall refund You one hundred percent (100%) of the unearned pro rata Plan



price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Plan price. 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.

As stated in the Arbitration section of this Plan, either party may bring an individual action in small claims court. The Arbitration section 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 arbitrations and class actions. Nothing contained in the Arbitration section shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to OCGA 33-7-6.

The last paragraph of the LIMIT OF LIABILITY section is deleted and replaced by the following: If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

**Illinois Residents:** You may cancel this Plan for any reason at any time. If You cancel within thirty (30) days of the Plan purchase, and We have not paid a claim, You will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price, whichever is less. If You cancel after thirty (30) days or any time after We pay a claim, You will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price, whichever is less.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, We shall refund to You the unearned pro rata purchase price, less any claims paid. An administrative fee not to exceed ten (10) percent of the purchase price paid by You may be charged by Us. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by Us, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us. You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

**Maryland Residents:** The expiration date of the Plan is automatically extended until We have performed services under the Plan. We shall provide service under the Plan within a reasonable period of time and We will provide on Your request a brief written explanation of the reasons for any delay.

**Michigan Residents:** If the performance for this Plan is interrupted because of a strike or work stoppage at the Our place of business, the expiration period of the Plan shall be extended for the period of the strike or work stoppage.

**Minnesota Residents:** If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before cancellation by Us. Five days' notice is required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use. The notice must state the effective date of the cancellation and the reason for the cancellation. A person, such as a bank, savings association, lending institution, manufacturer, or seller of any product shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property. Insurers issuing reimbursement insurance to providers are deemed to have received the premiums for the insurance upon the payment of provider fees by consumers for service contracts issued by the insured providers.

**Nevada Residents:** If the contract is canceled, no claims paid will be deducted from the refund to You. A cancellation fee of 10% or \$25, whichever is less, may be deducted when You cancel the contract. If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If We cancel this Plan, no cancellation fee will be imposed. A Plan that has been in effect for at least seventy (70) days may not be cancelled by Us before the expiration of the agreed term or 1 year after the effective date of the service contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. No cancellation of a service contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. Arbitration doesn't apply to Nevada Residents. Any exclusion for damages covered by insurance or another service contract in this contract is deleted. Coverage under this Plan is excess over coverage from any insurance or service contract available to You.

If You are not satisfied with the manner in which We are handling any claim under this Plan, You may contact the Commissioner toll-free at (888) 872-3234.

**New Hampshire Residents:** Contact Us at [1-866-298-3372] with, questions, concerns, or complaints about the Plan. 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. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in New Hampshire.

**New Jersey Residents:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be

provided by the manufacturer, importer, or seller

**New Mexico Residents:** If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period based on purchase price shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Plan. If this Plan has been in force for a period of seventy (70) days or more, We may not cancel it 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 engaged 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. No cancellation will be effective until at least fifteen days after notice of cancellation is mailed to You.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

This service contract is insured by Continental Casualty Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

**New York Residents:** You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered at the time of the purchase or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation, unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by You relating to the Furniture Item or its use.

**Oklahoma Residents:** This Plan is a service contract and is not an insurance policy. Obligations of the provider under this service contract are insured under a service contract contractual liability insurance policy. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event the Plan is canceled by You, We will return the portion of fees paid based upon ninety percent (90%) of the unearned pro rata fee less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata fee less the actual cost of any service provided.

While arbitration is mandatory, the outcome of any arbitration shall be nonbinding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

You may initiate an emergency repair (where the damage to the Furniture Item poses a risk of loss to life or health, or serious damage to other property) without Our knowledge outside of normal business hours, however, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Plan. In no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Plan.

The Service Warranty Association license number for CNA Warranty Services, Inc.: 44201034

**Oregon Residents:** Any arbitration occurring under this Plan shall be voluntary, mutually agreed to, take place in Oregon, and administered in accordance with Oregon law and court rulings. Any award rendered in accordance with this Plan's Arbitration provision 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. Your right to a jury trial is not restricted.

**Puerto Rico Residents:** The Plan may be cancelled immediately in the event of false or fraudulent representations that are material for the issue of the Plan or that may have caused us in good faith not to issue the Plan had we known of the actual facts. If you cancel your Plan, a penalty of ten percent (10%) per month will be added to any refund that is not paid within thirty (30) days after you cancel your Plan. In the event of cancellation after the first thirty (30) days of purchase of the Plan but before the expiration of the manufacturer's warranty, you will be refunded the full amount you paid for the Plan, less a pro-rata adjustment for the earned amount, as long as it does not exceed the product of \$65.00 multiplied by every year that the Plan has been in effect before the expiration of the manufacturer's warranty. If in excess, your refund will only be reduced by the result of such product.

If this Plan was inadvertently sold to you on a product which was not intended to be covered by this Plan, and you have not made a claim to us, we will cancel this Plan and return the full purchase price of the Plan to you and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event We do not provide covered service within sixty (60) days of filing a claim by You, You are entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of Your claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Tennessee Residents:** When there is a failure of the product under the Plan, the Plan shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (2) two (2) additional working days.

**Texas Residents:** If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the 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 (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. A ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation.

You may cancel the Plan at any time. If You cancel the Plan before the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your

account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan; and (2) may not impose a cancellation fee. If You cancel the Plan on or after the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the Plan; and (2) may impose a reasonable cancellation fee not to exceed \$50. If We do not pay the refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, We will pay You a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the Plan that is owed to You. The right to cancel a service contract is not transferable to a subsequent holder of the Plan.

We may cancel the Plan by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Plan is canceled because of: (1) nonpayment of the consideration for the Plan; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the Furniture Item or its use. You are entitled to a prorated refund of the purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the contract. We may not impose a cancellation fee.

Texas License Number of the Administrator: 217

**Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department.** To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The following replaces the conditions pertaining to cancellation of the Plan by Us in the Cancellation section: This Plan may be cancelled by Us only due to nonpayment of premium or, if the Plan has not been previously renewed or has not been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered, We may cancel the Plan due to: a) material misrepresentation; b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or c) substantial breaches of contractual duties, conditions, or warranties. If We cancel this Plan due to nonpayment, cancellation will be no sooner than ten (10) days after the delivery or first class mailing of written notice. Otherwise, cancellation will be no sooner than thirty (30) days after the delivery or first class mailing of written notice. Cancellation notice will include the reasons for the cancellation.

The following is added to the third paragraph of subsection 1 of the How To File A Claim section: Failure to report and provide the necessary information on a covered claim to Us within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Plan; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Plan. All service requests must be authorized by the Administrator prior to any covered service repair or replacement effort being initiated. Other than an emergency repair, any repairs not authorized by Us will void coverage for the related claim.

The third paragraph ("If the retailer from whom this Plan was purchased...") of the Limit of Liability section is deleted in its entirety.

All service repairs will be made using manufacturer's parts. If not reasonably available, non-manufacturer's parts will be used.

The Insurance Securing This Plan section is deleted and replaced by the following: Insurance Securing This Plan: This is not an insurance policy. This Plan is secured by a contractual liability policy provided by Continental Casualty Company, 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should We fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurance Company.

The Arbitration section is replaced by the following: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**Vermont Residents:** If You are the original purchaser of this Plan, You have the right to return the Plan within at least twenty (20) days of the receipt of the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Vermont.

**Virginia Residents:** If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture, Office of Charitable and Regulatory Programs, at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington Residents:** Our obligations under this Plan are backed by Our full faith and credit. If You are the original purchaser of the Plan, You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. If We cancel this Plan, We shall mail a written notice to You at Your last known address contained in Our records at least twenty-one days prior to cancellation Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Washington at a location in closest proximity to Your permanent residence. A person, such as a bank, savings and loan association, lending institution, manufacturer, or seller shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled due to unauthorized repair of the Furniture Item, unless We are prejudiced by Your failure to obtain such authorization. We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

In the event of a total loss of the Furniture Item covered by this Plan that is not covered by a replacement of the Furniture Item pursuant to the terms of this Plan, You shall be entitled to cancel the Plan and receive a pro rata refund of any unearned provider fee, less any claims paid.

For any reason other than the above, You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation. Subsequent to the period specified above or if a claim has been made under the Plan, You have the right to cancel the Plan and receive a 100% refund of the unearned Plan purchase price, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed 10% of the Plan purchase price.

This service contract may be cancelled by Us only for nonpayment of Our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You 100% of the unearned Plan purchase price, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the Plan purchase price.

Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. If We do not provide, or reimburse or pay for, a service that is covered under this service contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the service contract reimbursement insurer, Continental Casualty Company, for reimbursement, payment, or provision of service. You can do this by phoning or mailing Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

The sentence "This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder" in the Arbitration section of this Plan is deleted in its entirety.

Accidental Damage from Handling covers breakage such as: drops, liquid spills and cracked screens.

**Wyoming Residents:** This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us a) within 20 days after the date We have mailed the Plan to You, b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to Us. This right to void the Plan applies only to the original Plan purchaser and is not transferable. The Arbitration provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, 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. A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.