

GENERAL PROVISIONS

Please keep this important terms and conditions document (“Service Contract”) in a safe place, as it will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract, including on the Confirmation Page and any Amendments, is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact Us at the toll free number in this document.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS SERVICE CONTRACT. PLEASE READ THE TEXT UNDER THE SECTION TITLED “BINDING ARBITRATION AND CLASS ACTION WAIVER” CAREFULLY.

DEFINITIONS:

<p>“Claim”: a demand for service or payment in accordance with this Service Contract.</p> <p>“Contract Fee”: means the payment amount required from the Contract Holder for coverage to remain in force under this Service Contract, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p>“Contract Term”: the period of time in which the provisions of this Service Contract are valid.</p> <p>“Covered Product(s)”: an item listed in the “COVERED PRODUCTS” and services section of the Confirmation Page that was purchased separately from the purchase of this Service Contract, that may or may not have any remaining coverage under the manufacturer’s original warranty, and that is fully operational and not damaged as of Your Contract Start Date.</p> <p>“Distributor”: the party authorized by Us to sell this Service Contract to You. The Distributor for this Service Contract is shown on the Confirmation Page.</p> <p>”Original Purchase Price”: – the amount You paid to purchase the Covered Product and have it installed, as shown on Your original receipt.</p>	<p>“Service Contract”: includes Your purchase receipt, these provision pages, the Confirmation Page and any Amendments, and indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire contract. No representation, promise or condition not contained herein shall modify these items, except as required by law.</p> <p>Please keep this Service Contract and Your purchase receipt to be able to produce them if required at the time of a claim.</p> <p>“You”, “Your” and “Contract Holder”: indicates the purchaser of this Service Contract and the owner of the Covered Product(s) that are covered by this Service Contract as shown on the Confirmation Page.</p> <p>“We”, “Us”, and “Our”: indicate the Obligor/Provider/Administrator of this Service Contract as shown on the Confirmation Page.</p>
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PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Service Contract, Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page;
2. It is used in the manner for which it was intended (as specified in the manufacturer’s warranty/owner’s manual), and
3. It is not damaged as of the Contract Start Date. We may require the submission of photographs of the item, as well as written confirmation from You that it is not currently damaged.

YOUR RESPONSIBILITIES:

Product Protection: If damage of the Covered Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

Maintenance and Inspection: If specified in the Covered Product’s manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Covered Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

WHAT IS COVERED:

This Contract may provide coverage for:

1. **Covered Claims** – stain or failure of a Covered Product to perform its intended function due to damage as shown in the Covered Claims table on the Confirmation Page, including defects in materials or workmanship occurring from a single incident or accident during normal use of the Covered Product.
2. **Additional Benefits** – any benefits shown on the Confirmation Page or in any attached Service Contract Amendments.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED” AND MANUFACTURERS WARRANTY: Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under the manufacturer’s warranty is the sole responsibility of the manufacturer and will not be considered under this Contract, even if you fail to report it to the manufacturer or if the manufacturer fails to provide coverage. This Service Contract provides additional benefits during the manufacturer’s warranty term. If a Covered Product is still within any portion of the manufacturer’s warranty You should look first to the manufacturer’s warranty for coverage and then to this Service Contract for coverages not provided by the manufacturer if provided in this Service Contract

IF YOU NEED TO FILE A CLAIM:

IMPORTANT: The submission of a Claim does not automatically mean that the damage to the product is covered under this Service Contract. In order for a Claim to be considered, We must be contacted first for Claim approval. You may also be required to submit photos of the damage to Us.

You must report a claim within {five (5) days} of the day You first noticed the damage and during the Contract Term.

Your Confirmation Page shows how to reach us if You need to file a claim. Have Your Contract Number available. A customer service representative will be available 24 hours a day, 7 days a week. Explain the problem Your Covered Product is experiencing. Provide Us any additional information and documentation We may need to validate the Claim. We may perform a telephone diagnosis of the failure. We may also require you submit pictures as further documentation.

After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Covered Product. We will not reimburse You for services performed without Our prior approval.

SERVICE TYPE: In the event of a covered Claim this Contract provides, as indicated on the Confirmation Page, for either:

1. **Repair - labor and/or materials necessary to repair the Covered Product.** We will repair the Covered Product for any Covered Claim up to the Limit of Liability shown on the Confirmation Page. You may be required to pay any additional expense necessary to move heavy furniture, such as, but not limited to, a pool table or grand piano.
2. **Replace the Covered Product.** If We determine Your original Covered Product cannot be repaired, We may, at Our sole discretion, (a) remove the damaged material and replace the original Covered Product with new material, including installation, or (b) provide compensation in the form of a check, voucher or gift card, in an amount equal to the lesser of (i) the cost of a new product having similar features, or (ii) the Limit of Liability shown on the Confirmation Page.

One-time pad wicking recall within the first [3 days] of a repair will be covered; anything after [3] days is considered a new claim.

Upon replacement of a Covered Product for any reason this Contract will be fulfilled and provide no further coverage on the Covered Product replaced or the replacement product. We do not guarantee that any replacement product will be of the exact same color or finish as Your original Covered Product, and the replacement may be new, used or refurbished materials, in Our sole discretion. A replacement product with a could have a lower selling price than the original Covered Product, and no reimbursement based on any replacement product cost difference will be provided.

All Service Types described above are subject to the Limit of Liability section below.



SERVICE LOCATION:

In-Home/On-Site Service - We will arrange for Your Covered Product to be serviced at Your location; as long as You have provided the following:

- a. easy accessibility to the Product, as determined by Us or the authorized technician;
- b. a non-threatening and safe environment, as determined by Us or the authorized technician; and
- c. an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Covered Product.

In-Home/On-Site Service will be provided by a service provider authorized by Us during regular business hours, local time, Monday through Friday (except holidays).

If We authorize service for a claim on Your Covered Product, and it is then determined by Our authorized service center/technician to be excluded under this Service Contract, or results in a "no problem found" diagnosis, You may be responsible for all costs associated with the diagnosis and repair.

LIMIT OF LIABILITY:

1. **Product Claim Limit of Liability:** For any one Covered Product, the maximum amount We will pay under this Service Contract for a single Covered Claim is shown on the Confirmation Page.
2. **Aggregate Claim Limit:** In the aggregate, the total amount We will pay for ALL Covered Claims pursuant to this Service Contract shall not exceed the Aggregate Claim Limit shown on the Confirmation Page. In the event this limit is reached, Your Service Contract will end, and We will have no further obligations to You under this Service Contract.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS):

SPECIFIC EXCLUSIONS RELATED TO EACH COVERED PRODUCT, (IF ANY) ARE INDICATED WITH THE PRODUCT. THIS SECTION PROVIDES EXCLUSIONS THAT APPLY TO ALL COVERED PRODUCTS. THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- a. Any Claim submitted before the Contract Start Date shown on the Confirmation Page;
- b. Damage or soiling during delivery, installation, transit or from packing or unpacking;
- c. Damage to quarter round, moldings and doors;
- d. Repeat stains or accumulation of stains over time, furniture depressions, odor removal;
- e. Flooring which has become faded, worn or soiled over time from normal everyday use or from light or sun exposure; natural characteristics that cause appearance variations; non-colorfast materials;
- f. Covered Product located in non-climate controlled screened rooms where it may be directly or indirectly exposed to the elements;
- g. Claims not reported within five (5) days of first notice;
- h. Damage from pets (other than bodily fluids);
- i. Burns and heat marks longer than one inch in length;
- j. Scratches that penetrate the substrate;
- k. Manufacturer quality issues such as fading, color loss, defects in design and workmanship, stress tears, fabric flaws;
- l. Any additional expenses that were not listed on the original receipt;
- m. Additional costs required to move heavy furniture placed post-installation;
- n. Any Claim for service to or replacement of the Covered Product that We have not prior authorized;
- o. Initial delivery or installation costs associated with the purchase of Your Covered Product;
- p. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, nuclear radiation, radioactive contamination, riot, war or hostile action, insect infestation, mold, mildew;
- q. Damage that is covered under any other insurance, warranty, guarantee and/or service contract;
- r. Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;
- s. Any work that cannot be performed in a safe manner;
- t. Correction or upgrade of the Product or System in order to comply with Federal, State, or Local Codes effective following installation of the original Covered Product;
- u. Abuse (meaning, the intentional mistreatment of a Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage) neglect, negligence, misuse, intentional harm or malicious mischief of or to a Covered Product;
- v. Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Product;

- w. Operation outside the manufacturer operational or environmental specifications;
- x. Improper removal or installation of Covered Products;
- y. Periodic or preventative maintenance, unless a benefit included in this Service Contract;
- z. Lack of providing manufacturer's recommended maintenance of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Product in a manner inconsistent with its design or manufacturer specifications;
- aa. Adjustment, manipulation, modification, removal or unauthorized repairs of any Covered Product performed by anyone other than a service center/technician authorized by Us;
- bb. Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME RESULTING FROM THE FAILURE OF ANY COVERED PRODUCT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE OR RESULTING FROM THE UNAVAILABILITY OF REPAIR MATERIALS.

TRANSFERABLE:

Coverage under this Service Contract may be transferable as indicated on the Confirmation Page.

CANCELLATION:

You may cancel this Service Contract at any time by informing Us of Your cancellation request.

IF YOU CANCEL THIS SERVICE CONTRACT:

1. Within 30 days of the Contract Start Date, You will receive a 100% refund of the Contract Fee paid minus any claims paid.
2. After the first thirty (30) days from purchase of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract, or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

If Your refund is not paid or credited within thirty (30) days after We receive Your cancellation request, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Service Contract, We will provide written notice to You at least 30 days 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 Service Contract, You will receive a pro-rata refund based upon the same criteria as above.

GUARANTEE:

This is not an insurance policy; it is a service contract. We have obtained a contractual liability insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Covered Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Contract Fee, You are entitled to make a direct Claim against the Contract Insurer shown on the Confirmation Page.

BINDING ARBITRATION AND CLASS ACTION WAIVER:

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA's and arbitrator's fees and expenses. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

