



Total Home Combination 5-Year Protection Plan Agreement

Agreement Number: [REDACTED]

This form describes the protection You will have in return for the payment made by You. This Agreement applies to Covered Product(s) with a Purchase Price of \$30,000 or less before sales tax and delivery charges.

1. DEFINITIONS:

- A)** "Obligor", "We", "Us" and "Our" means the company obligated under this Agreement, National Product Care Company, in all states except Arizona, Florida (license # 80173) and Oklahoma (license # 44198049), where it is SERVICE SAVER, INCORPORATED; Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., and Washington, where it is ServicePlan, Inc., all located at 175 W. Jackson, Chicago, IL, 60604.
- B)** "You" and "Your" mean the purchaser of the Covered Product(s). If the Covered Product(s) is subject to an RTO Transaction, you will be referred to as Lessee of the Covered Product(s).
- C)** "Administrator" means Montage, Inc., 3333 Deposit Drive NE, Suite 330, Grand Rapids, MI 49546, 1-800-686-5559. Texas License #128.
- D)** "Selling Retailer" means the entity selling the Covered Product(s) and this Agreement.
- E)** "Covered Product(s)" means the consumer item(s) to which all the following apply:
 - 1. Purchased new from the Selling Retailer concurrently with, and covered by, this Agreement,
 - 2. Had a new Purchase Price of \$30,000.00 or less before sales tax and delivery charges,
 - 3. Used in a conventional, indoor, and domestic household setting, and
 - 4. Appear on a single sales receipt from the Selling Retailer that shows the Selling Retailer, the purchase date, the Lessor (if purchase was an RTO Transaction) and each consumer item(s) intended to be included in coverage.
- F)** "Bed Frame" means the assembly or part used to position a mattress and box spring/foundation off the floor, purchased at the same time and is covered by this Agreement.
- G)** "Box Spring/Foundation" means the bed base used under a mattress for support, purchased at the same time and is covered by this Agreement.
- H)** "Agreement" means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer.
- I)** "Purchase Price" means the amount charged by the Selling Retailer for the Covered Product(s), excluding tax, fees, interest and delivery costs.
- J)** "Agreement Price" means the amount You paid for this Agreement, excluding taxes.
- K)** "Effective Date" means the delivery date of the first Covered Product(s).
- L)** "Rent-to-Own Transaction" ("RTO Transaction") means a transaction where You have entered into an agreement for the use of Covered Product(s), and that permits You to become the owner of the Covered Product(s) at the completion of the RTO Transaction. No purchase will be treated as an RTO Transaction unless the Lessor is indicated on Your sales receipt.
- M)** "Lessor" means the party extending an RTO Transaction. Any cash settlement or refund payable while the RTO Transaction is in force will be payable to the Lessor.
- N)** "Lessee" means the party obligated to the Lessor under an RTO Transaction. Unless otherwise authorized by the Lessor, a Lessee is not entitled to the cash settlement or refund otherwise payable while an RTO Transaction is in force.

2. REPAIR PLAN:

A) Coverage: In return for the payment made by You, We will provide coverage as described in the table below:



	Covered Product Surface Type or Category				
	Fabric Upholstery	Leather and Vinyl Upholstery	Wood and Other Solid Surfaces	Mattress	Power Base
Mechanical and structural breakdown:					
Breakage of frames or panels.	X	X	X	X	X
Breakage of seating support straps or springs.	X	X			
Breakage of mechanisms.	X	X	X		X
Breakage of welds.					X
Failure of OEM integral electric and/or electronic components and control devices.	X	X	X		X
Separation of veneers or laminates from the substrate.			X		
Warping.			X		
Fading from exposure to direct sunlight.	X	X	X		
Seam separation.	X	X			
Breakage of zippers and buttons.	X	X			
Breakage of hinges, handles, drawer glides and pulls, and nail head trim, not to exceed \$200.00 per Agreement			X		
A single, specific post-delivery incident which occurs during normal residential use resulting in accidental damage:					
All stain types.	X	X	X	X	
Punctures, cuts and rips.	X	X		X	
Liquid marks or rings.	X	X	X		
Household burns and heat marks.	X	X	X	X	
Gouge, chip or scratch that penetrates the finish exposing the substrate			X		
Damage caused by nail polish remover.		X	X		
Checking, cracking, bubbling or peeling of finish.			X		
Mirror chipping, breakage, cracking or loss of silvering.			X		
Glass chipping, breakage or cracking.			X		
Damage from pet beaks, teeth and claws - one incident per Agreement.	X	X	X		

If possible, We will order, from the Selling Retailer, replacement part(s) or complete product(s), as necessary, to fulfill the coverage provided under this Agreement. Such part(s) or complete product(s) will be new and of the same make and model as Your Covered Product(s) unless the Selling Retailer is unable to supply such products. In this case, You will select and, if approved by Us, We will order, from the Selling Retailer, new replacement part(s) or complete product(s) with features similar to those of Your Covered Product(s), up to, but not to exceed, the Purchase Price. In the event some, but not all, of Your Covered Product(s) is replaced, coverage will continue for the remaining term of this Agreement for any part(s) or complete product(s) that have not been replaced. However, there will be no further coverage for any part(s) or complete product(s) that are replaced hereunder and the part(s) or complete product(s) which We provide to replace any Covered Product(s) will not be covered under this Agreement, nor will they be eligible for coverage under a new Agreement. In the event the Selling Retailer where You purchased Your Covered Product(s) is unwilling or unable for any reason, to supply (i) part(s) or complete product(s) of the same make and model as Your Covered Product(s), or (ii) replacement part(s) or complete product(s) with features similar to those of Your Covered Product(s) that are satisfactory to You (not to exceed the Purchase Price), We will refund the original Agreement Price, less Our cost of all previous claims paid under this Agreement, in complete fulfillment of Our obligation to You hereunder. If this Agreement is subject to an RTO Transaction, refunds will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product(s). If You select replacement product(s) of lower cost than the Covered Product(s), no credit will be issued or compensation provided for the difference. If You select replacement product(s) of higher cost than the Covered Product(s) You will be required to pay the difference directly to the Selling Retailer or other entity providing the replacement product(s).

B) Term: The term of this Agreement begins on the Effective Date and continues for the five (5) year period following that date of delivery. Any coverage in this Agreement which replicates coverage provided by a manufacturer's warranty will only take effect upon the expiration

of such warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product(s) begins on the Effective Date. IF THE TERM OF THIS AGREEMENT OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS AGREEMENT EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.

C) Limit of Liability: The total liability for technician service(s), cleaning product(s), replacement part(s) and product(s) and cash settlement(s) under this Agreement is limited to the Purchase Price of the Covered Product(s), not to exceed \$30,000.00. If this Agreement is subject to an RTO Transaction, cash payment(s) will be paid to the Lessor unless the Lessee has taken ownership of the Covered Product(s).

D) What to do if a covered problem occurs:

Contact the Administrator within thirty days of noticing the problem by:

- o **Online – www.furnitureclaim.com.**
- o **Email – claims@montagefs.com.**
- o **Phone – 1-800-686-5559.**

E) Service Deliverables: There is no deductible required to obtain service for Your Covered Product(s). Service will be performed in Your home; however, at Our discretion, We may elect to remove the Covered Product(s) to perform service, and We will return the Covered Product(s) upon completion of service. If We are unable to remove a stain professionally, We will replace Your affected Covered Product(s).

3. EXCLUSIONS - WHAT IS NOT COVERED:

GENERAL EXCLUSIONS:

- 1) ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2. A) "COVERAGE";
- 2) CLAIMS WHICH ARE NOT INITIATED PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT AND/OR NOT REPORTED WITHIN THE REPORTING PERIOD DEFINED IN SECTION 2. D) "WHAT TO DO IF A COVERED PROBLEM OCCURS";
- 3) CONSUMABLES SUCH AS, BUT NOT LIMITED TO, LIGHT BULBS AND BATTERIES;

MANUFACTURER LIABILITY EXCLUSIONS:

- 1) PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS;

INELIGIBLE FURNITURE AND COMPONENTS EXCLUSIONS:

- 1) ANY ITEM PURCHASED OR USED IN CONJUNCTION WITH THE COVERED PRODUCT(S), SUCH AS, BUT NOT LIMITED TO, CLOCKS, LAMPS, ARTWORK, PLANTS, DECORATIVE ACCESSORIES OR PILLOWS, ETC.;
- 2) ANY PRODUCT SOLD USED OR DAMAGED;
- 3) ANY AND ALL ISSUES THAT OCCUR PRIOR TO OR DURING DELIVERY;
- 4) NON-COLORFAST FABRICS;
- 5) ANY DAMAGE CAUSED DURING THE ASSEMBLY OR DISASSEMBLY OF READY TO ASSEMBLE (RTA) PRODUCTS;

NON-HOUSEHOLD ENVIRONMENTS EXCLUSIONS:

- 1) ANY STAIN OR DAMAGE OCCURRING WHILE THE COVERED PRODUCT(S) IS BEING MOVED OR STORED ANYWHERE OUTSIDE THE LIVING AREA OF YOUR RESIDENCE;
- 2) ANY COVERED PRODUCT(S) USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES (EXCEPT AN RTO TRANSACTION AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO IN-HOME OR OTHER DAY CARE FACILITIES, OR IN ANY SETTING OTHER THAN A PRIVATE DOMESTIC RESIDENCE;

CONSUMER RESPONSIBILITY EXCLUSIONS:

- 1) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS FOR CARE AND USE;
- 2) ANY SERVICE, REPAIRS, REPLACEMENT PARTS OR DISPOSAL OF SOME OR ALL OF ANY COVERED PRODUCT(S) WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR;
- 3) STAINS, DAMAGE, OR COLOR LOSS RESULTING FROM THE USE OF CLEANING METHODS OR PRODUCTS NOT APPROVED BY THE MANUFACTURER OR ADMINISTRATOR;
- 4) ACCUMULATED STAINS OR DAMAGE RESULTING FROM EVERYDAY USE, LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL MISUSE, ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- 5) REPETITIVE STAINS OR DAMAGE FROM THE SAME CAUSE, INCLUDING BUT NOT LIMITED TO MEDICAL INCONTINENCE OR PET STAINS, EVEN IF A SINGLE OCCURRENCE WOULD BE COVERED BY THIS PLAN;
- 6) SURFACE SCRATCHES, COLOR LOSS OR CRACKING AND PEELING ON ANY TYPE OF LEATHER AND/OR VINYL;
- 7) SURFACE SCRATCHES OR INDENTATIONS IN WOOD OR OTHER HARD SURFACE FURNITURE;
- 8) DAMAGE CAUSED BY PETS UNLESS SPECIFICALLY INCLUDED IN 2. A) "COVERAGE";

MISCELLANEOUS EXCLUSIONS:

- 1) SEAM SEPARATION AS A RESULT OF FAILURE OF STITCHING, GLUING, STAPLING OR OTHER METHOD OF JOINING FABRIC EDGES WITHIN ONE-HALF INCH OF A SEAM LINE UNLESS SPECIFICALLY INCLUDED IN 2. A) "COVERAGE";
- 2) COLOR LOSS;
- 3) STRESS TEARS;
- 4) DAMAGE FROM TIME- OR WEAR-RELATED ISSUES, SUCH AS, BUT NOT LIMITED TO, NORMAL WEAR AND TEAR, LOSS OF COLOR,

AND/OR PILLING OR FRAYING OF FABRIC;

5) ANY TYPE OF LOSS OF FOAM RESILIENCY ON ATTACHED SEAT CUSHION CORES, LOSS OF FOAM RESILIENCY IN ANY AREA OTHER THAN THE SEAT CUSHION CORES, AND/OR NORMAL LOSS OF FOAM RESILIENCY ON UNATTACHED SEAT CUSHION CORES.

NORMAL LOSS OF FOAM RESILIENCY IS CONSIDERED SOFTENING AND FLATTENING OF SEAT CUSHION FOAM AND FIBERS AS A RESULT OF NORMAL USE AND AGING;

6) VARIATION IN APPEARANCE BETWEEN THE COVERED PRODUCT(S) AND REPLACEMENT PARTS OR PIECE(S) PROVIDED BY US FROM CAUSES SUCH AS, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS, DYE LOT VARIATIONS, HIDE VARIATIONS AND FADING OR CHANGES IN COLOR/TEXTURE THAT OCCUR OVER TIME THROUGH NORMAL USE AND/OR AGING;

7) SERVICE WHERE NO PROBLEM CAN BE FOUND;

8) NOISES;

9) CHANGES IN FUNCTIONALITY OR CONSUMER PREFERENCE;

10) ANY STAIN OR DAMAGE CAUSED BY WATER LEAKS OR FLOODS REGARDLESS OF SOURCE;

11) MOLD, MILDEW AND ODORS OF ANY KIND FROM ANY SOURCE;

12) RUST OR CORROSION;

13) STAINS OR DAMAGE CAUSED BY ANY INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO A PLUMBER, PAINTER, CLEANING SERVICE, HOME HEALTH CARE PROVIDER OR OTHER SERVICE OR MAINTENANCE PERSONNEL;

14) SHRINKAGE FROM CLEANING;

LOSSES NOT COVERED EXCLUSIONS:

1) PERSONAL INJURY;

2) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, COMPENSATION FOR TIME, LOST WAGES, TRAVEL, ETC.,) AND/OR LOSS OF USE DURING THE SERVICE PERIOD;

3) EXTERNAL CAUSES, INCLUDING FIRE, THEFT, INSECTS, RODENTS AND OTHER VERMIN AND INFESTATION OF ANY KIND, ACTS OF NATURE INCLUDING BUT NOT LIMITED TO, WIND AND RAIN, ILLEGAL ACTS, WAR OR TERRORISM OR CONSEQUENTIAL LOSS OF ANY NATURE;

4. CONDITIONS:

A) Renewal: This Agreement is not renewable.

B) Transferability: This Agreement is not transferable.

C) RTO Transactions: Where the Covered Product(s) was initially acquired under an RTO Transaction, any cash settlement or refund will be payable to the owner of the product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this plan and all non-cash benefits described herein shall be rendered to the Lessee. Any cash settlement or refund paid to the Lessor will be applied to reduce Your obligations under the RTO Transaction. Any amount in excess of the balance due to purchase the item under the RTO Transaction will be payable to the Lessee by the Lessor. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any RTO Transaction except as provided by law. Any reference to purchased, sold, or similar terms shall include "leased" and its derivatives. Any reference to purchaser shall mean the Lessee under the RTO Transaction and not the Lessor. This section will not apply unless the Lessor is indicated on the sales receipt provided at time of claim.

D) Territorial Limitations: This Agreement is approved for sale in the fifty (50) states of the United States of America and the District of Columbia.

E) Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. Where a Lessee under an RTO Transaction has not yet acquired ownership of the Covered Product(s), this section will apply to the Lessor.

F) Dispute Resolution - Arbitration: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us and/or the Selling Retailer concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: 1) the date the breakdown occurred or the date the dispute arose, or 2) the applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. We will advance to you all, or part, of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement

that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety.

G) Cancellation: You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund of the Agreement Price upon cancellation. To cancel within ten (10) days or less of the Effective Date, contact the Selling Retailer of Your Agreement for a full refund of the Agreement Price. To cancel eleven (11) to thirty (30) days after the Effective Date, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund of the Agreement Price. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement Price (whichever is less), less the cost of claims paid. The refund due while an RTO Transaction is in force will be paid to the Lessor. In the case of termination of an RTO Transaction, this Agreement will be cancelled and the applicable refund will be paid to the Lessor. The Lessor will then be responsible for paying any amounts due to the Lessee or You. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of the Agreement Price by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return Agreement Price is based upon one-hundred percent (100%) of the unearned pro-rated Agreement Price. Any claim paid or repair costs incurred prior to cancellation will be deducted from the refund otherwise due.

H) Entire Agreement: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206.

5. STATE VARIATIONS:

The following state variations will control if inconsistent with any other provisions. The state variation is determined by the consumer's state of residence at the time of purchase.

NY: "Administrator" means Montage, LLC 4035 Park East Court, Suite 300, Grand Rapids, Michigan 49546, 1-800-686-5559. In the "What to do if a Covered Problem occurs" section, the following statement is added: In the event You require an emergency repair when the Administrator's office is not open, You may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from an accidental incident covered under the terms and conditions of the Agreement. The following statement is added to "Cancellation": If You cancel Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund. Any statement containing or referring to "Rent to Own" (RTO) is deleted in its entirety and does not apply to residents of this state. The following statement is added to "Entire Agreement": If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, (800) 209-6206.