



Montage Furniture Services

Premium Fabric Single-Piece 3 & 5-Year Protection Plan

Protection Plan Number:

SAMPLE -

This form describes the protection You will have in return for payment by You. This Agreement applies to one (1) Covered Product only.

1. DEFINITIONS:

- A.) "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604**, except in Arizona, Florida, Oklahoma and Wisconsin, where it is **SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604**; in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604**; or in Maine, where it is the Selling Retailer. In Florida, the license number is 80173.
- B.) "You" and "Your" mean the purchaser of the Covered Product(s).
- C.) "Administrator" means Montage, Inc., 3050 Centre Pointe Drive, Suite 50, Roseville, Minnesota 55113.
- D.) "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E.) "Covered Product" means the consumer item(s) which You purchased concurrently with and is/are covered by this Agreement.
- F.) "Agreement" means the terms, conditions, limitations and exclusions, including the sales receipt.

WHAT IS NOT COVERED (continued) :

- R. **WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING, COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATE;**
- S. **NON-COLORFAST OR X-CODED FABRICS, SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULATING NATURAL COWHIDE, NON-BOVINE LEATHERS, SUEDE, NUBUCK AND OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH;**
- T. **CLOCK MECHANISMS, SHRINKAGE FROM CLEANING, OR NOISES; LAMPS OR OTHER ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT.**

4. CONDITIONS:

- A.) **Renewal:** This Agreement is not renewable.
- B.) **Transferability:** This Agreement is not transferable.
- C.) **Territorial Limitations:** This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, including the District of Columbia.
- D.) **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.
- E.) **Arbitration:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding.
- F.) **Cancellation:** You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund upon cancellation. To cancel within ten (10) days of receipt, contact the Selling Retailer of Your Agreement for a full refund. After ten (10) days, contact the Administrator in writing with this Agreement and a copy of your sales receipt to receive a refund. After thirty (30) days, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium 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 premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.
- G.) **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.

2. REPAIR PLAN:

In return for payment by You, We will provide the following coverage:

(1) Term:

The term of this Agreement begins on the date of delivery of Your Covered Product and continues for the period of five (5) years. Coverage for mechanical and structural breakdowns is effective upon the expiration of the manufacturer's warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) Coverage:

Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to:

Stains to fabric upholstery as a result of:

- All Stains unless specifically excluded in Section 3 "What is not covered"
- Dye transfer onto surface of upholstery

Failure of or unintentional and accidental damage from handling to fabric upholstery as a result of:

- Punctures, rips or burns
- Breakage of frames or mechanisms

Replacement parts or complete product(s) will be ordered from the Selling Retailer from which You purchased the Covered Product. Parts or complete product(s) will be replaced with new parts or products of like kind and quality. In the event of partial replacement of a Covered Product, coverage for any item not replaced will continue for the remaining term of this Agreement. Replacement of a part, a piece of the Covered Product, or a set of the Covered Product fulfills coverage on that part or piece(s) of the Covered Product. If the original Selling Retailer is not able to replace the Covered Product originally purchased or provide a satisfactory substitute product(s), You will be given a refund of the purchase price of the Covered Product, excluding sales tax, reinstallation and delivery costs.

(3) Limit of Liability:

The limit of liability is the least of the cost of (1) the original purchase price of the Covered Product excluding tax and delivery costs paid during the purchase of the Covered Product or (2) authorized repairs not to exceed the purchase price of the Covered Product or (3) replacement of the Covered Product with a product of equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement.

4) What to do if a covered problem occurs:

Contact information for the Administrator will be provided on all purchased protection plans.

You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their purchase cost. Claims must be reported to the Administrator within thirty (30) days of noticing the stain, damage or breakdown in Your Covered Product. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.

5. STATE VARIATIONS

State Variations: The following state variations will control if inconsistent with any other provisions:

1. AZ: In section 3 "WHAT IS NOT COVERED," exclusion (D) is removed. The following statement is added to section 4.F "Cancellation" of this Agreement: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (21) below.

2. AR: The following statement is added to Section 4.G "Entire Agreement": A claim submitted to Virginia Surety Company, Inc., may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. See also (20) and (21) below.

3. CA: The following statement amends the "Cancellation" section of this Contract: In the event You cancel this Contract within sixty (60) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after sixty (60) days of receipt of this Contract, You shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made. The following statement is added to Section 4.E "Arbitration": This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov.

4. CT: The following statement is added to Section 4.E "Arbitration": The State of Connecticut has established an arbitration process to settle disputes arising from service Agreements. If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair and a copy of this Agreement. The following statement is added to section 4.F "Cancellation" of this Agreement: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. See also (21) below.

5. FL: Section 4.E "Arbitration" is removed. Section 4.F "Cancellation" is amended as follows: If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.

6. GA: In Section 3 "WHAT IS NOT COVERED", exclusion (D) is removed and replaced with: "Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement." Section 4.E "Arbitration" is removed. Section 4.F "Cancellation" is amended as follows: If You cancel after sixty (60) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. See also (21) below.

7. MI: The following statement is added to Section 2.1 "Term": If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

8. MO: The following statement is added to Section 4.G "Entire Agreement": A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of cancellation. See also (20) and (21) below.

9. NV: The following statement is added to Section 4.F "Cancellation": No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (20) below.

10. NH: The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261. See also (21) below.

11. NM: Section 4.F "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement 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 Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Agreement. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within sixty (60) days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund.

12. NC: The following statement is added to Section 4.F "Cancellation": We may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 4.G "Entire Agreement": You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product. See also (21) below.

13. OK: The following statement is added to Section 4.F "Cancellation": No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation.

(5) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call the Administrator to arrange for professional cleaning. If We are unable to remove the stain professionally, We will replace Your affected item. Service will be performed in Your home; the authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion.

3. WHAT IS NOT COVERED:

- A. **ANY LOSS OTHER THAN A COVERED BREAKDOWN, STAIN OR DAMAGE OF THE COVERED PRODUCT;**
- B. **ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTA) ITEMS;**
- C. **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;**
- D. **ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT AND/OR ANY PRODUCT SOLD USED OR DAMAGED;**
- E. **ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE;**
- F. **DAMAGE FROM WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;**
- G. **EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;**
- H. **INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;**
- I. **STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM;**
- J. **ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES;**
- K. **FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;**
- L. **UNAUTHORIZED REPAIRS AND/OR PARTS;**
- M. **SERVICE WHERE NO PROBLEM CAN BE FOUND;**
- N. **BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;**
- O. **ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/ OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S);**
- P. **DYE TRANSFER (UNLESS OTHERWISE NOTED IN SECTION 2.2 "COVERAGE"), STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER, MOLD, MILDEW, ODOR, STAINS CAUSED BY MEDICAL INCONTINENCE, STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO, PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; BODILY INJURY;**
- Q. **DAMAGE CAUSED BY PETS (OTHER THAN BODILY FLUIDS);**

The following statement is added to Section 4.G "Entire Agreement": **This Agreement is not issued by the manufacturer or wholesale company marketing the Covered Product covered by this Agreement. This Agreement will not be honored by such manufacturer or wholesale company. 14. SC:**

The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180. See also (20) below.

15. TX: The following statement is added to Section 4.F "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G "Entire Agreement": If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. See also (21) below.

16. UT: Section 4.F "Cancellation" is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (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 Agreement, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G "Entire Agreement": Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. See also (21) below.

17. WA: Section 4.G "Entire Agreement" is deleted in its entirety and replaced with the following: This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. You may make a claim directly with Virginia Surety Company, Inc. at 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206, who insures the obligations of National Product Care Company under this Agreement. See also (20) and (21) below.

18. WI: In Section 3 "What Is Not Covered", exclusion (L) is removed. The following statement is added to Section 4.D "Subrogation": The Agreement holder will be made whole before We may retain any amount We may recover. The following statement is added to Section 4.E "Arbitration": Arbitration must be agreed to by the parties involved. The following statement is added to Section 4.F "Cancellation": Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. The following statement is added to Section 4.G "Entire Agreement":

This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.

Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. See also (21) below.

19. WY: The following statement is added to Section 4.E "Arbitration": In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement. See also (20) and (21) below.

20. AL, AR, HI, MD, MN, NV, NY, MO, SC, WA, and WY: The following statement is added to Section 4.F "Cancellation": If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund.

21. AL, AZ, AR, CT, GA, IL, KY, MO, MT, NH, NY, NC, OH, TX, UT, WA, WI, and WY: The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206.

22. CO, DE, DC, ID, IN, IA, KS, LA, ME, MA, MS, NE, NJ, ND, PA, RI, SD, TN, VA, and WV: The following statement is added to Section 4.F "Cancellation": 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.