

**PREMIUM AREA RUG PROTECTION PLAN
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: “Plan” refers to the Furniture Protection Plan. “Product” means the furniture care kit and other protection and repair products or advice that We or Reguard may provide. “Retailer” means the authorized entity selling You the Plan. “Furniture” and “Area Rug” mean the qualifying indoor furniture described below and purchased concurrently with this Plan. The “Obligor”, “We”, “Our”, “CWS” or “Us”, means CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states). “Administrator” or “Reguard” means Reguard, LLC, whom can be contacted at 1670 E. 8th Ave, Tampa, FL 33605, **1-877-348-2730**, and is authorized to process claim payments or cancellation refunds on Our behalf. “You” or “Your” means the person or persons named on the sales receipt for the Plan or the Welcome Letter attached to the Plan, including the lessor of the Furniture (“Lessor”) if the Furniture was acquired under a lease-to-own arrangement (“LTO Arrangement”).

PLAN TERM: The coverage period for this Plan (“Plan Term”) begins the earliest date of covered Furniture delivery and expires five (5) years after the latest date You take possession of any covered Furniture. Please retain a copy of this Plan and the original receipt for the Furniture as it is needed to obtain service.

QUALIFYING FURNITURE: Coverage for Area Rugs which are purchased concurrently with the Plan. This Plan is available for new Area Rugs only sold through a Retailer. Area Rugs covered by this Plan must be received by You from the Retailer free of stains or damage.

PLAN COVERAGE: Coverage for a covered Furniture item begins when You first take possession of the item and ends five (5) years after. Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator and includes:

For Area Rugs:

- Food and Beverage Stains
- Ink from Pens
- Lipstick
- Human or Pet Bodily Fluids
- Border tears up to 6 inches in length due to a defect in the Area Rug

(See exclusions. You must report stains or damages when they occur – Accumulation of stains is not covered.)

LTO ARRANGEMENTS: If the Furniture is acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Furniture, however, You will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to You. Any of Your obligations under the Plan shall remain Your responsibility during the term of any LTO Arrangement, 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 You under the LTO Arrangement and not the Lessor.

HOW THIS PROTECTION PLAN WORKS: If the new Area Rug covered by this Plan becomes stained as described above during normal RESIDENTIAL use and You cannot correct the stain using Products (before using, test in an inconspicuous area) and/or procedures provided by Us, Reguard or the Retailer, the affected area will be cleaned . If there is other covered damage, the Area Rug will be repaired. If We cannot clean the stain or repair the damage, the complete Area Rug will be replaced with the same or a similar area rug having an equal retail purchase price as the damaged Area Rug. Service or replacement is limited to the damaged Area Rug only and the Plan does not transfer to the area rug replaced under this Plan. Only Area Rugs shown on the original receipt that remain in Your possession are eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Area Rug which shall be Your sole responsibility. **NOTE: This is not a cleaning or maintenance contract.**

TO OBTAIN SERVICE: Stain or other damage to the covered Area Rug must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting the Administrator’s customer service department at **1-877-348-2730** or online at www.reguardprotection.com. You must have Your: (1) original receipt showing Your purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, the Administrator or We will provide cleaning advice and/or Products to aid in stain removal. At Our discretion, if the stain persists, or there is other covered damage, You may receive a no charge in-home visit by a professional technician. If the technician determines that cleaning or repair must be made off-site, the damaged

Area Rug will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged Area Rug if the stained area cannot be cleaned or damage cannot be repaired. You may select a replacement Area Rug at a price equal to or less than that of the damaged Area Rug. We will not clean and will take no action to correct dye lot or texture variations arising from service or replacement of an Area Rug. This Plan does not transfer to replacement Area Rugs. Replacement selections must be made at the Retailer's original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery/service area, this Plan will be limited to repair service only or You may request the Plan be terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan or 55% of the purchase price of the Plan, whichever is more, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the Furniture.

IMPORTANT EXCLUSIONS: We will not cover the following:

- Any stain or damage not specifically listed under the Coverage section above
- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Wall-to-wall carpets or Area Rugs made of non-colorfast fibers or backing
- Furniture purchased for group homes, assisted living residences, nursing homes, or similar group settings that are used by the general public for short term use
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us, Reguard or the Retailer specifically for the covered Area Rug) or failure to comply with manufacturer's or store's warranty
- Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
- Incontinence
- Odors or stains of unknown origin
- Fading of the Area Rug, color loss, and/or discoloration
- Animal damage other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to Area Rug such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas
- Inherent design or structural defects in Area Rugs, including but not limited to, natural inconsistencies in Area Rugs and failure or loosening of threads or splitting of seams, loose or unattached fringe, unraveling of edges, stress tears, pilling or fraying of Area Rugs, except as listed in the PLAN COVERAGE section
- Any stain caused by an Independent Contractor, such as but not limited to Plumber, Painter or other Service or Maintenance Personnel
- Water damage by leaking appliances, water heaters, skylights, and pipes
- Intentional damage, willful abuse or misuse of the covered Area Rug; any accidental damage which, in our sole discretion, is severe or extreme
- Any loss covered by homeowner's or renter's insurance
- Cleaning necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, water leaks, windstorm, hail, earthquake, exposure to the sun or other heat source, Area Rugs used outdoors, exposure to the cold, theft, negligence, riot, outside contractors or any other peril not listed in the PLAN COVERAGE section
- Stains from markers or felt-tip pens
- Removal and delivery of the Area Rug except as determined by Us
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the cleaning or replacement of the Area Rug
- Any and all pre-existing conditions that existed prior to the start of coverage for a Furniture item

- **Area Rugs sold “As is”, “pre-owned”, showroom-displayed, or used for rental (other than an LTO Arrangement), non-residential, in-home daycare businesses or commercial purposes**
- **Failure to use reasonable means to protect your Area Rug from further damage after damage occurs**
- **ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER’S OR STORE’S WARRANTY**
- **General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence**
- **Failures that occur outside the Fifty (50) States of the United States of America**

LIMIT of LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the covered Area Rug with a product of equal value. In no event will the Our total liability for all repairs or replacement exceed the lesser of the original purchase price of the covered Area Rug excluding tax and delivery costs paid during the purchase of the covered Area Rug or \$5,000.

PROTECTION PLAN PROVISIONS: This Plan is not renewable or transferable and does not supersede any applicable manufacturer’s or retailer’s warranty. You are the only person eligible for coverage under this Plan. If You do not cooperate with the reasonable requests of Our representative or the Administrator, this Plan becomes void and You will be entitled to receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time of the Plan Term, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights.

CANCELLATION: This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at **1-877-348-2730**. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price of the Plan. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time of the Plan Term, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within forty-five (45) days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. 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. Prior notice is not required if the reason for cancellation is nonpayment of Our fee, material misrepresentation or a substantial breach of duties by You relating to the covered Furniture or its use. If a Plan is cancelled by Us for any reason other than the nonpayment of Our fee, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. **If You financed the purchase of this Plan, any refund due as a result of the cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

ARBITRATION: If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. 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. The provisions of this ARBITRATION section shall survive the termination of this Plan.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

Insurance Securing this Plan: This Plan is not an insurance policy. It is secured by contractual liability policies provided by Continental Casualty Company, which may be contacted at 151 N Franklin, 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.

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

You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS, THE WELCOME LETTER, AND YOUR RECEIPT SHOWING THE PURCHASE OF THIS PLAN AND THE COVERED FURNITURE.

STATE SPECIFIC REQUIREMENTS:

The following state variations shall control if inconsistent with any other terms and conditions of this Plan:

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 IMPORTANT EXCLUSIONS SECTION. PLEASE READ THIS SECTION CAREFULLY AND CALL THE ADMINISTRATOR IF YOU HAVE ANY QUESTIONS.

None of the exclusions in the IMPORTANT EXCLUSIONS section apply unless the excluded condition occurs after You have taken possession of the furniture item.

California Residents: For all Furniture Items, 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 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, the cost of repair of the Furniture, 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 or the Furniture is sold, lost, stolen or destroyed.

If within sixty (60) days We have not paid a covered claim, provided You a refund or You are otherwise dissatisfied, You may contact the insurance company, Continental Casualty Company, in writing at 151 N Franklin St., Chicago, IL 60606. The written complaint must contain a description of the dispute, the purchase price of the Furniture, the cost of repair of the Furniture, 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 claim has been paid or 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 a Furniture 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. The sentence beginning "If the original Retailer is closed" in THE SERVICE PROCESS section is deleted in its entirety and replaced by the following: If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Plan will be limited to repair service only or You may request the Plan be terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan or 55% of the purchase price of the Plan, whichever is more. The sentence "Failure to comply with the provisions in this Plan may void any claim." In the TO OBTAIN SERVICE section is deleted in its entirety and replaced by the following: If You do not cooperate with the reasonable requests of Our representative or the Administrator, coverage under this Plan becomes void and you will be entitled to receive a pro-rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan."

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 O.C.G.A. 33-7-6.

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 which We may charge. 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. 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 10% 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 fifteen (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 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. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. 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. There is no deductible that You are required to pay under this contract. 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.

The sentence "Failure to comply with the provisions in this Plan may void any claim." in the TO OBTAIN SERVICE section is deleted in its entirety.

If You are not satisfied with the manner in which We are handling Your claim on the Plan, You may contact the Commissioner at 1-888- 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 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 covered product or its use.

Oklahoma Residents: This Plan is a service warranty and is not an insurance policy. Obligations of the provider under this service contract are insured under a service contract reimbursement 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.

You may initiate an emergency repair (where the damage to the covered Furniture 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.

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.

The Service Warranty Association license number for CWS 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.

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. There is no deductible that applies to any service or repair under this Plan.

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

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. 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 covered product 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: 344

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 Guarantee 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 are added to the TO OBTAIN SERVICE section: Failure to notify 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. The exclusion for unauthorized repairs does not apply to emergency repairs.

The sentence beginning "If the original Retailer is closed, out of business..." in THE SERVICE PROCESS 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.

The following is added to the SERVICE PROCESS section: Our cost and liability to provide service, repair or replacement under this Plan are not subject to any deductible payable by You.

The sentence beginning "If You do not cooperate with the reasonable requests of Our representative...." in the PROTECTION PLAN PROVISIONS section is deleted in its entirety.

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.

Washington Residents: Our obligations under this Plan are backed by Our full faith and credit. 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, 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 covered by this Plan that is not covered by a replacement of the Furniture 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 Furniture 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 Obligor under this Plan 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 Plan 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 paragraph of this Plan is deleted in its entirety.

Accidental Damage from Handling covers breakage such as: drops, liquid spills and cracked screens. There is no deductible that You are required to pay under this Plan.

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. 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.