



FURNITURE PROTECTION PLAN

Service Contract Administrator:

Warrantech Consumer Product Services, Inc.

or

WCPS of Florida, Inc. (License # 80202)

P.O. Box 1189

Bedford, TX 76095

Telephone: (888) 446-8008

CONGRATULATIONS

You have just made a smart consumer decision to protect yourself from the future cost of repairing your furniture by purchasing an NSI Protection Plus Furniture Plan (hereinafter referred to as FPP). This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. However, if you are a resident of **Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **California**, this Plan is an agreement between the Obligor/Provider of this Plan, Butler Financial Solutions, LLC ("Butler"), 1854-A Hendersonville Road, PMB 6, Asheville, NC 28803 and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator, WCPS of Florida, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. WCPS of Florida, Inc is a licensed service warranty association and a wholly owned subsidiary of Warrantech Consumer Product Services, Inc. (WCPS).

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of the FPP are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. It will serve as a valuable reference guide and will help you determine what is covered by the FPP. As the Administrator, WCPS will assist you in understanding your warranty and FPP benefits from the day you purchase your FPP. Customers having questions regarding the receipt of services under this FPP should call the Administrator at 1-888-446-8008.

PRODUCT ELIGIBILITY, COVERAGE AND TERM

The FPP applies to fabric, leather and vinyl upholstery, mattresses, and wood and other hard surface furniture purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original written warranty valid in the United States. In order to be eligible for a FPP, the manufacturer's original written warranty must provide at least 90 days parts and labor coverage. The FPP covers defects (flaw or deficiency that may affect the use for which the product is intended) in material or workmanship unless otherwise stated in the Exclusions from Coverage section of this document. The FPP applies only to products purchased for normal indoor household use and not for resale or commercial use, which includes rental, business, and institutional or other non-residential use. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage.

The FPP will provide service to the original purchaser for covered furniture a total of 3-Years or 5-Years, as noted on the sales receipt, from the date of delivery. If, under the terms listed below, an item becomes accidentally stained or damaged during normal residential use, a professional technician will service the problem at no cost to you. If the covered stain or damage cannot be resolved, the Administrator, at its discretion, will replace the affected portion or the complete item(s). Replacement items will be the same as or similar to the original item purchased, provided the price of the replacement does not exceed the original purchase price. One time replacement of your furniture meets the full liability under the FPP. The replacement furniture is not eligible for coverage under this Plan. Replacement of a part or piece of furniture ends plan coverage on that part or piece. Any furniture originally covered by the plan and not

replaced will remain under coverage for the remaining term of the plan. The Administrator will not replace or provide compensation for pieces of furniture that do not match the replacement items. Any replaced furniture becomes the property of the Administrator. The FPP does not cover pickup, maintenance inspections, crating or delivery or freight charges.

Replacement parts or furniture will be ordered from the retailer from which you originally purchased your furniture. If the retailer is not able to replace the item originally purchased or provide a satisfactory substitute item, you will be given a refund of the purchase price of the FPP in lieu of replacement of your furniture and your plan will terminate.

Coverage for fabric, leather, vinyl upholstery and mattresses:

- ❖ Accidental stains caused by:
 - Food and beverages
 - Nail polish and nail polish remover stains or damage
 - Human and pet body fluid stains (except perspiration, and hair or body oils)
 - Ballpoint ink pen stains
- ❖ Accidental damage:
 - Punctures, rips and burns
 - Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating and vibrating mechanisms.

Coverage for case goods and other hard surface furniture:

- ❖ Accidental stains caused by:
 - Food and beverages
 - Human and pet bodily fluids
 - Nail polish and nail polish remover stains or damage
- ❖ Accidental damage:
 - Nail polish remover damage
 - Liquid marks or rings
 - Breakage
 - Gouges or chips that penetrate the finish exposing the substrate
 - Cigarette burns and heat marks
 - Checking, cracking, bubbling or peeling of finish caused by a specific incident
 - Breakage, chips, or scratches of glass or mirrors
 - Loss of silvering on mirrors
 - Failure of integral electrical components

IF YOUR PRODUCT NEEDS REPAIR/CLEANING

- ❖ In the event that a repair and/or cleaning of the covered product is needed, you are required to call 1-888-446-8008 to obtain authorization prior to having repairs/cleaning made. For faster service, please have your dated proof of product purchase (sales receipt that details the retailer, the purchase date, the delivery date, the plan purchased, the items covered by the plan and their purchase cost) available when you call. If the product is still covered by a manufacturer's warranty, you may be

directed to call the manufacturer prior to being referred to a service center. All repairs/cleanings must be approved before they are performed.

- ❖ Service will be provided during normal business hours.
- ❖ Do not return the covered product to your retailer unless so instructed by the Administrator.
- ❖ When you receive authorization for repairs, the service representative will direct you to a designated service center.
- ❖ If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

FURNITURE CARE TIPS

- ❖ Rearrange furniture occasionally to ensure even use of the cushions and wear areas.
- ❖ Arrange furniture so it is not placed in front of or over heating or air conditioning vents or directly under windows.
- ❖ Loose cushions should be reversed, flipped and fluffed weekly to allow for even wear. Vacuuming with your brush attachment is also helpful.
- ❖ Caution those wearing clothing with transferable dyes, such as blue jeans, that the dye could transfer onto light colored fabric.
- ❖ Protect fabrics from sun. Ultraviolet light (sunlight) will cause fiber degeneration and color-fade.
- ❖ Fabrics should not be placed in direct sunlight, as this may cause fading. Occasionally, dyes even fade from impurities in the air.
- ❖ Keep pets off the furniture. Pet urine and pet body oils can be difficult to remove.
- ❖ Use proper care with structural weave fabrics (design created by weave) to protect against snags.
- ❖ Pilling is normal for many fabrics when they shed excess fiber. A fabric shaver can remove unwanted pills.
- ❖ Never drag or push furniture. You should always lift your furniture to avoid damage to the furniture and floors.
- ❖ Dust frequently. Use a quality furniture polish and polish once a month.
- ❖ Clean up spills immediately. Use a blotting action rather than a wiping action.
- ❖ Use pads, cloth or felt to protect the furniture surface from plastic, rubber, hot dishes, beverages, bookends, flowerpots and vases.
- ❖ Occasionally rotate accessories so they do not remain in the same spot for extended periods.
- ❖ Lift objects. Do not drag them across surfaces.
- ❖ Use a protective pad when using your furniture as a writing surface (especially when using a ballpoint pen).
- ❖ Rotate your mattress frequently.

IMPORTANT CONSUMER INFORMATION

If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-888-446-8008 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

EXCLUSIONS FROM COVERAGE

The FPP does not cover defects, stains or damages caused as a result of, abuse, misuse, physical force; neglect, theft, vandalism or malicious mischief; accidents unless otherwise noted under the Coverage's section, collapse or explosion; spillage of any kind unless otherwise noted under the Coverage section; environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions; natural disasters; moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts of God; exposure to weather conditions; riot, nuclear radiation, war or hostile action, radioactive contamination; intentional or accidental damage by third parties; sun fade or direct exposure to sunlight, bright light or extreme heat; fungus, mold or mildew; rot or rust; vermin or insects; extreme temperature or humidity changes. Does not cover stain or damage cause by incontinence; any independent contracts, such as but not limited to plumber, painter or other service or maintenance personnel. Damage occurring prior to or during delivery or while furniture is being moved between residences or into or out of storage; damage caused by any repair personnel or any owner, employee or third party; atmospheric conditions, any heating process, and/or drying; failure to comply with the original manufacturer's instructions for use; pet damage (except bodily fluids as outlined under the Coverage's section); scratches; structural problems, appliance malfunctions and any resultant leak there from. Any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions. Signs of soiling include darkened areas where the body comes into contact with the furniture. These darkened areas are signs of soil build-up, which is not covered by the FPP. General maintenance and overall cleaning of the furniture is the consumer's responsibility. Damage due to harsh or corrosive chemicals; acids, including without limitation, dyes and inks (except ballpoint, plant food and fertilizer and bleach, gum.

Other exclusions include: Any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; clock mechanisms; coverage under another insurance program; delivery and/or redelivery; design deficiency; fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; loss or damage caused to the covered product while outside the U.S.; costs arising from damage caused by failure to comply with manufacturer's instructions for use; loss or damage to the covered product while in the course of transit; odors; ready-to-assemble (RTA) furniture; wicker or rattan furniture; variation of the color, or graining of wood or wood products, marble or leather. 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, or suede, and leathers with embossed patterns other than those stimulating natural cowhide; non-bovine leathers; Nubuck and other buffed leathers; stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; stone or sand abrasion; loss or damage resulting from: pre-existing conditions known to you; unauthorized repairs or modifications; wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; color loss or cracking and peeling on any leather or vinyl; splits or bi-cast leather; willful abuse or misuse of the covered item(s); furniture that has been neglected, abused or is in an unserviceable condition. Furniture



that is used for commercial, institutional, outdoor or rental purposes. The FPP does not cover floor samples or merchandise sold as “Clearance” or “As Is” at the time of purchase

This FPP does not cover “no problem found” diagnosis from the manufacturer or any other third party. If your covered product experiences damage that is excluded from coverage under this section or in the event that no covered damage is found, then you are responsible for all repair costs.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the retailer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. The FPP will not cover any defects that are subject to a manufacturer’s program of reimbursement. The FPP is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

CANCELLATION – FLORIDA ONLY

This Plan is between WCPS of Florida, Inc., and you, the purchaser. You may cancel your service contract by informing the Dealer of your cancellation request. In the event the Plan is canceled by the warranty holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the warranty holder. In the event the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

CANCELLATION – ALL STATES EXCEPT FLORIDA

This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. If your cancellation request is made more than 30 days from the date of purchase, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed the cost of the contract or \$25.00, whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of cancellation are as follows:

Alabama only: If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the service contract to us. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

Arizona only: CANCELLATION - You may cancel this service contract at anytime prior to the expiration date by sending written notice to the Administrator Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the service contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the

Exclusions section. "Pre-existing conditions" is further defined as conditions that were caused by you or known by you prior to purchasing this service contract.

California only: If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

Connecticut only: In the event of a dispute with Administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract. You may cancel your contract if the covered product is sold, lost, stolen, or destroyed.

Georgia only: You may cancel this service contract at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia.

Illinois only: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

Nebraska only: If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

New Mexico only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you

will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use. If the Provider cancels your contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date.

New York, South Carolina, and Wyoming only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

North Carolina only: The purchase of a service contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$25.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

Oklahoma only: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. In the event you, the customer, cancel the service contract, return of premium will be based upon 90% of the unearned pro-rata premium. In the event we cancel the service contract, return of the premium is based upon 100% of the unearned pro-rata premium.

South Carolina only: If you have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803) 737-6180.

Texas only: If you have any questions regarding the regulation of the service contract Provider or a complaint against the Obligor, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

Utah only: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, we must provide you with a written notice at



least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this service contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

Washington only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The purchaser may cancel this service contract at any time. If you cancel this service contract within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the service contract. If you cancel this service contract Plan after 30 days, you will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. Unauthorized repairs may not be covered.

DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?

Contact WCPS for further information by writing to P.O. Box 1189, Bedford, TX 76095, Attn: Direct. For faster service, call 1-800-541-6014. Please have the model number, manufacturer, year of purchase, and other relevant information available when placing your call. *Offer not available to California residents.*

These terms & conditions are available on our website at www.wcpsonline.com/NSI or call 1-888-446-8008 to have a copy mailed to you.