



**GUARDSMAN<sup>®</sup>**  
AN AMYNTA COMPANY  
FURNITURE PROFESSIONALS

**YOUR SERVICE AGREEMENT NUMBER:**

5-Year Havertys Gold Complete Plus with Area Rug and Adjustable  
Base  
Maximum Original Retail Purchase Price: \$50,000

- Keep this Protection Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to this Protection Plan, for Your Furniture, in a safe place as You will need these to file a claim under this Protection Plan.
- You must report stains or damage to Us within thirty (30) days after the date that the stain or damage occurred. Notify Us by initiating a claim at guardsman.com or call toll-free 1-800-482-7340. See section 2. for details.
- Si usted necesita un Plan de Protección en Español, llámenos al 1-800-482-7340.

**8600HAV5E**

### 1. Plan Introduction

- 1.1. Welcome to Your Guardsman<sup>®</sup> Furniture Protection Plan which helps You enjoy Your Indoor Furniture, Area Rug, and Adjustable Bed Base without fear. This Plan covers certain accidental stains and damage from use or handling and Failure of Your Furniture, as described below. This Plan covers Furniture up to a maximum retail purchase price of \$50,000.
- 1.2. **Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't cover**, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace Your maintenance plan, insurance policy, or warranty You may have for the Furniture covered by this Plan.
- 1.3. Be sure to read Your manufacturer's warranty to understand what it covers and does not cover, for that might affect Your coverage under this Plan. If You purchase an adjustable bed base with this Plan, this Plan supplements Your manufacturer's warranty by providing additional protection against certain structural and mechanical failure.
- 1.4. You may not transfer this Plan to any other individual or entity.
- 1.5. You'll need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Furniture and this Plan must appear on a single sales receipt, or coverage may not apply. Your sales receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by the purchase price of this Plan, are incorporated into this Plan by reference and together with this Plan constitute a service contract between You and Guardsman.

### 2. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan. **Your failure to comply may disqualify Your claim.**

- 2.1. **Read this entire Plan carefully to see if a stain or damage to Your Furniture is covered under this Plan.** We determine the coverage eligibility of a stain or damage to Your Furniture on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the stain or damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that a stain or damage to Your Furniture occurred, You must report that stain or damage to Us, or Your claim will be denied.** To report the stain or damage to Us and obtain a claim form, You may either: (a) go to guardsman.com and follow the directions for submitting a claim; or (b) Call toll-free 1-800-482-7340 during normal business hours (Monday through Thursday, 8:30 a.m. to 5:00 p.m. Your local time, Friday 8:30 a.m. to 6:00 p.m., Eastern Time) and We will mail or email a claim form to You. If You fail to receive a claim form by mail or email from Us within ten (10) days of Your request for a claim form, You must notify Us of that failure.
- 2.3. **Guardsman must receive the following within thirty (30) days of when You report the stain or damage to Us: You must properly complete, sign, and mail the claim form (from paragraph 2.2.) to Guardsman along with a copy of the sales receipt showing purchase of both the Plan and the covered Furniture, a copy of this Plan, and photos or other documentation that We may request to show the stain or damage for which You are making a claim. Otherwise, Your claim may be denied.**

### 3. Definitions

The following terms, as used in this Plan, have the special meanings as defined below:

- 3.1. **Administrator:** In California it is Guardsman Industries, LLC. In all other states it is Guardsman US LLC. Both can be contacted at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889.
- 3.2. **Bed:** A multi-hinged bed frame that can be profiled to a number of different positions such as inclining the upper body and raising the lower body independently of each other. This plan covers one adjustable bed base for twin through queen sizes, or two twin/twin XL bed bases to accommodate king or California king sizes.
- 3.3. **Cash Settlement:** A Cash Settlement provides the purchaser an amount based on the value of Your Furniture where permitted by applicable law. We are not obligated to offer this option.
- 3.4. **Customer's Own Material ("COM"):** Material or items provided by You for customization of the covered Furniture, such as (a) fabric that You purchased independently and provided for Furniture upholstery or (b) a specialized frame.
- 3.5. **Failure:** Mechanical, structural, or electrical breakdown of Your Furniture to perform its intended function due to defects in materials or workmanship.
- 3.6. **Furniture:** Indoor furniture constructed of upholstered fabric, Leather/vinyl or wood/hard surfaces; area rugs; adjustable Beds.
- 3.7. **Furniture Set:** Sectionals, dining chair groups, chair and ottoman sets, area rugs, or more than one Furniture item sold under a single SKU number. A set is a single item for purposes of Reselection.
- 3.8. **Guardsman, Our, Us, or We:** The Administrator, Obligor or Seller obligated to perform under this Plan.
- 3.9. **Leather:** Genuine leather (aniline, finished, nubuck, pull-up, waxed, semi-aniline), manufactured leather (bicast, bonded, split grain), or faux leather.
- 3.10. **Matching Pieces:** Furniture items that have identical fabric color and/or print; wood color, finish, inlay, and carving; or other characteristic designs that tie the Furniture items together as Matching Pieces. Examples of Matching Pieces include but are not limited to: a coffee table with matching end tables, or a sofa and chair with the same fabric and design.
- 3.11. **Obligor or Seller:** In Florida the Obligor is WCPS of Florida, Inc. (License No. 80202). In all other states it is Guardsman US LLC. Both can be contacted at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889.
- 3.12. **Pet:** A cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes.
- 3.13. **Plan:** This Protection Plan or service contract between You and Us.

- 3.14. Refund:** A Refund pays You the amount of Your original purchase price for this Plan, under certain circumstances, as indicated in Section 5. Service Procedures of this Plan.
- 3.15. Replacement:** A Replacement replaces the affected area, component, or Furniture item. We will attempt to match the color to the areas that We have not repaired or replaced. Please understand that dye lots vary and Furniture may fade over time, so You might find slight unavoidable differences in color. We reserve the right to use appropriate parts provided by a company other than the original manufacturer, at our sole discretion, whether or not the original manufacturer has parts available.
- 3.16. Reselection:** Reselection provides a financial credit for You at the store location where You purchased Your Furniture. The amount of the credit will be the original purchase price of the affected Furniture item or Furniture Set. If the original Furniture item is no longer available at the store location where You purchased Your Furniture, You may select a new furniture item, set, and any Matching Pieces listed on Your original sales receipt. Your Reselection store credit will expire sixty (60) days after We notify You of Your credit. Our obligations under this Plan for a claim for which We provide a Reselection end when We notify You of Your credit. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected Furniture item under this Plan.
- 3.17. Seam Separation:** Seam separation is defined as the stitching coming apart. Ripping or tearing beside the stitching is not considered seam separation.
- 3.18. Term:** The period beginning on the delivery date of Your Furniture covered under this Plan and ending five (5) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.19. You, Your, or the Purchaser:** The person who made the original purchase of this Plan and the Furniture covered by this Plan.

#### 4. Eligibility

This Plan only covers new Furniture that You purchased and must be:

- 4.1. Free of stains and damage when delivered to Your U.S. residence.
- 4.2. For Your personal use only at Your residence. This Plan does not cover Furniture that You rent or lease to others, that is left in the care or custody of others, used commercially, or used for other non-residential purposes.

#### 5. Service Procedures

- 5.1.** If Your Furniture is stained or damaged during the Term, and the type of stain or damage is covered under this Plan, We will provide service using one or more of the following procedures. Our service begins with Step 1 below. If You decide that Step 1 below does not fully address the stain or damage, We will move to one or more of the other Steps below.
- 5.1.1. Step 1. Cleaning Kit for Stains:** We may provide You with a cleaning kit or advice on how You may be able to remove the stain, if You would like to try removing the stain Yourself. If You do not, or if You decide that method does not fully address Your covered stain and You inform Us by returning the claim form to Guardsman within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.
  - 5.1.2. Step 2. Technician Assessment and Service:** We may send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. All repairs will be performed in a professional and workmanlike manner. If the technician's service does not repair the stain or damage to Your Furniture, You must notify Us within thirty (30) days of when the technician serviced Your claim.
  - 5.1.3. Step 3. Replacement, Reselection, or Cash Settlement:** If the technician cannot remedy the stain or damage, then in Our sole discretion, We may arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought the covered Furniture, or a Cash Settlement.
  - 5.1.4. Refund:** If We are unsuccessful in repairing the stain or damage to Your Furniture and We are unable to provide a Replacement, or Reselection for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Furniture, or You have moved from the original store location's operating area since Your purchase, We will provide You a Refund of the purchase price of the Plan rather than a Replacement or Reselection. A Refund will complete Guardsman's obligations under this Plan for all Furniture covered by this Plan.
- 5.2.** If We provide a Replacement or Reselection, You agree the stained or damaged Furniture becomes the sole property of Guardsman. You will surrender possession of the stained or damaged Furniture at the time of delivery of the Replacement or Reselection Furniture, unless We have agreed to other arrangements with You.
- 5.3.** Replacement, Reselection, or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the stained or damaged area, component, or Furniture item. A Replacement area, component, Furniture item and Reselection Furniture are ineligible for coverage and future claims under this Plan. However, other original areas, components, or remaining covered Furniture continue to be covered, subject to the terms of this Plan.

#### 6. What is Covered

This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in the "What is Not Covered" section.

##### 6.1. Fabric, Leather, Nubuck, and Vinyl Upholstered Furniture:

- 6.1.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils).
- 6.1.2. Odors on removable cushions.
- 6.1.3. Punctures, cuts, tears, or rips.
- 6.1.4. Burns that are not caused by a fire.
- 6.1.5. A single incident of damage (other than what is covered in 6.1.1.1.) per Furniture item caused by a Pet, except what is specifically excluded in Section 9.
- 6.1.6. Cracking and peeling.
- 6.1.7. Seam Separation.
- 6.1.8. Zipper and button breakage.
- 6.1.9. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired.
- 6.1.10. Failure of integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, massage mechanisms, tablet and lap top docking stations, speakers), used for entertainment purposes, that was originally installed by the Furniture manufacturer, if they were covered by an original Furniture manufacturer warranty that has expired.

**Note:** Items in 6.1.6. through 6.1.10. are covered regardless of whether the damage arises from a specific occurrence.

##### 6.2. Wood and Other Hard Surface Furniture:

- 6.2.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils).
- 6.2.2. Liquid marks and rings.
- 6.2.3. Breakage, other than Failure.
- 6.2.4. Scratches, gouges, or chips.
- 6.2.5. Burns or heat marks that are not caused by a fire.
- 6.2.6. Checking, cracking, bubbling, or peeling of the finish.
- 6.2.7. Chips, scratches, or breakage of glass or mirrors.
- 6.2.8. Loss of silvering on mirrors.
- 6.2.9. Warping.
- 6.2.10. A single incident of damage (other than what is covered in 6.2.1.1.) per Furniture item caused by a Pet, except what is specifically excluded in Section 9.
- 6.2.11. Failure of integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, massage mechanisms, tablet and lap top docking stations, speakers), used for entertainment purposes, that was originally installed by the Furniture manufacturer, if they were covered by an original Furniture manufacturer warranty that has expired.

##### 6.3. Area Rug:

- 6.3.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils).
- 6.3.2. Punctures, cuts, tears, or rips.
- 6.3.3. Burns that are not caused by a fire.
- 6.3.4. A single incident of damage (other than what is covered in 6.1.3.1.) per Rug caused by a Pet, except what is specifically excluded in Section 9.
- 6.4. **Adjustable Bed Base:** Under this Plan, We will furnish or pay for parts and labor to repair or replace Your Bed, or its component parts that suffer mechanical or structural Failure, including:
  - 6.4.1. Frames.
  - 6.4.2. Welds.
  - 6.4.3. Mechanisms (including inclining, reclining, heating, and vibrating).
  - 6.4.4. Electrical components (including motors, wiring, and remote operation devices).
  - 6.4.5. We will provide service under this Plan only for damage:
    - 6.4.6. Arising from normal usage of Your Bed during the Term of the Plan.
    - 6.4.7. To a component part of Your Bed that was originally installed by the manufacturer.
    - 6.4.8. We will provide coverage for that portion of the original manufacturer's warranty that has expired. For example, if the warranty for labor has expired but the warranty for parts remains in effect, then We will be responsible only for the labor required to repair or replace component parts of Your Bed as provided by this Plan.
- 6.5. **Outdoor Furniture:**
  - 6.5.1. **Fabric Upholstered Areas and Cushion Sets:**
    - 6.5.1.1. Food or beverage stains.
    - 6.5.1.2. Human and Pet bodily fluid stains/waste (not including perspiration, hair oils, or body oils).
    - 6.5.1.3. Ballpoint pen ink or marker stains.
    - 6.5.1.4. Cosmetic, suntan lotion, or suntan oil stains.
    - 6.5.1.5. Bleach or chlorine stains.
    - 6.5.1.6. Punctures, cuts, tears, or rips.
    - 6.5.1.7. Burns or heat marks that are not caused by a fire.
  - 6.5.2. **Outdoor Hard Surfaces (including wood, glass, stone, wicker, plastic/resin, and metal):**
    - 6.5.2.1. Food or beverage stains.
    - 6.5.2.2. Scratch, gouge, chip, crack, burn, heat mark, liquid mark, or ring.
    - 6.5.2.3. Breakage, other than Failure.
    - 6.5.2.4. Breakage of table tops.
    - 6.5.2.5. Breakage of welds.
    - 6.5.2.6. Breakages of rocker, swivel, glide, and recline mechanisms.
    - 6.5.2.7. Scratches on cast aluminum that penetrate through the finish exposing the aluminum.
  - 6.5.3. **Umbrellas:**
    - 6.5.3.1. Food or beverage stains.
    - 6.5.3.2. Failure of umbrella ribs, fabric gazebo or cover sling frame.
    - 6.5.3.3. Burns that are not caused by fire.
    - 6.5.3.4. Failure of table or arc umbrella mechanisms, if they were originally covered by a manufacturer's warranty and such warranty has expired.
  - 6.5.4. **Propane Fire pits:**
    - 6.5.4.1. Breakage of table top.
    - 6.5.4.2. Failure of burning mechanism/component.

## 7. What is Not Covered

Some causes and some types of stains or damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service for any of the following.

- 7.1. Your failure to Perform Your Responsibilities. Any stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. When the actions listed in the "How to File A Claim" have not been followed.
- 7.3. Any stain or damage that is not specifically listed under Section 6, "What is Covered."
- 7.4. **Wear-and-tear.** This Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to:
  - 7.4.1. Scuffing, scrapes, scratches, or other surface abrasions, including surface scratches on Leather.
  - 7.4.2. Pilling, pulls, snags, or fraying of fabric or area rug.
  - 7.4.3. Loose joints.
  - 7.4.4. The buildup of mechanical or structural failures to Your Bed, including damage which occurs from repeated use, rather than from a particular occurrence.
  - 7.4.5. Normal wear and use related issues, including without limitation to, rust or corrosion, scratches or dents.
  - 7.4.6. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.
- 7.5. **Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to the following:
  - 7.5.1. Stress tears (tearing or ripping of upholstery within one-half inch of and parallel to the seam line) or fabric flaws.
  - 7.5.2. Fringe on area rugs.
  - 7.5.3. Fading, color loss, or color change.
  - 7.5.4. Loss of foam and/or inner spring resiliency (including body impressions).
  - 7.5.5. Leather or vinyl markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles.
  - 7.5.6. Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.
- 7.6. **Ineligible Furniture and Components.** This Plan does not cover the following items:
  - 7.6.1. Mattresses.
  - 7.6.2. Any area rug used outdoors.
  - 7.6.3. Seat cushions or throw pillows not Purchased as part of the Furniture Set, and reflected on the receipt as such.
  - 7.6.4. Suede, embossed, stamped, or exotic Leather/vinyl. Split-grain Leather hides used in seat cushions, back cushions, or arm areas.
  - 7.6.5. Furniture areas made or upholstered with the Customer's Own Material (COM). However, non-COM areas or components may be eligible for service.
  - 7.6.6. "X" cleaning code and non-colorfast fabric (fabric that loses color even when cleaned according to the manufacturer's cleaning instructions).
  - 7.6.7. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery.
  - 7.6.8. Damage or mechanism Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise.
  - 7.6.9. Components and mechanisms integrated into Furniture, including but not limited to sinks, plumbing, robotics, TV lifts, electrical appliances, fireplaces, clocks, or others that are not included in Section 6, "What is Covered."

- 7.7. **Other Items Not Covered.**
- 7.7.1. Odors (except on removable upholstered indoor cushions), including odors that remain after a visible stain is cleaned.
  - 7.7.2. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, or other protection plan.
  - 7.7.3. Stains or damage caused during Furniture delivery, assembly, installation, or transportation.
  - 7.7.4. Cleaning, preventative maintenance, or customer education.
  - 7.7.5. Cosmetic damage to Bed, outer casing or other non-operating parts or components.
  - 7.7.6. Non-failure problems to Your Bed, including but not limited to, items not covered, noises, squeaks, etc. Non-recurring issues are not product failures.
  - 7.7.7. Damage to any Bed for which installation prevents normal service.
  - 7.7.8. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes; appliance malfunctions, including but not limited to air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Guardsman to repair Your Furniture, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.
- 7.8. Coverage under this Plan is not available while Your Furniture is located outside of the U.S. and Canada.
8. **Non-Household Environments**  
This Plan covers Your Furniture while You are using it at Your residence. This Plan does not cover stains or damage that occur in non-household environments, including but not limited to:
- 8.1. Before the Furniture is delivered to Your residence; while the Furniture is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.
  - 8.2. Furniture that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to, Furniture used for a daycare center or Furniture used in premises rented to others, regardless of the length of the rental period.
9. **Improper Maintenance, Care, or Misuse**  
It is Your responsibility to take proper care of the Furniture as recommended by the manufacturer of the covered Furniture. This Plan does not cover stains or damage caused by:
- 9.1. Your failure to care for and maintain the Furniture in accordance with the manufacturer's recommendations, instructions, or warranty.
  - 9.2. Use of Furniture for a purpose other than that for which it was designed.
  - 9.3. Cleaning methods other than those recommended by the Furniture manufacturer. This includes color loss or color change. For a list of codes and their meanings, visit [guardsman.com/cleaningcodes](http://guardsman.com/cleaningcodes). Fabric cleaning codes on upholstered Furniture can also be found on the manufacturer's ID tag.
  - 9.4. Stains or damage to adjustable Beds caused by animals.
  - 9.5. Animal damage (such as damage from beaks, teeth, and claws) other than that caused by Pets and covered in Section 6 "What is Covered".
  - 9.6. Repeated incidents of human and Pet bodily fluid/waste stains (including, but not limited to, incontinence) and Pet damage are considered non-accidental occurrences and are not covered under this Plan.
  - 9.7. Furniture that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.
  - 9.8. Stains or damage caused by, or resulting in, mold or mildew.
  - 9.9. Stains or damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to, cuts, rips, teething marks, tears, ink, paint, crayon, marker, or pencil damage.

**GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO SERVICES PROVIDED UNDER THIS PLAN OR ANY ITEM COVERED BY THE PLAN.**

**Arbitration. READ THE FOLLOWING ARBITRATION PROVISION ("ARBITRATION PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

You agree that all **claims**, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire **Plan**, this **Arbitration** or any other part of the Plan ("Claim"), shall be resolved exclusively in small claims court or by binding arbitration in Grand Rapids, Michigan in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, except for **ME** and **OR** residents where arbitration is voluntary and must be mutually agreed to. The matters that are the subject of the arbitration shall be governed by the substantive laws of the State of Michigan applicable to contracts made and to be performed therein, without application of any conflicts or choice of law rules, except as expressly stated below, and by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("**FAA**"). In **WI**, arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall have no power or authority to order or grant any equitable remedy, or relief or any remedy or relief that a court could not order or grant under applicable law, and, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, shall have no authority to award punitive, treble, or any other form of enhanced damages. The arbitrator shall render the award in writing and shall include findings of fact and conclusions of law upon which the award is based. Each party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration (other than the parties' attorney's fees and expenses), including the arbitrator's fees and expenses, shall be allocated between the parties according to the arbitrator's discretion as set forth in the award. The arbitrator's award may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, against the party against whom enforcement is ordered. Except for **WI**, (1) You agree that any arbitration proceeding shall proceed solely on an individual basis without any right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought by **You** in a purported representative capacity on behalf of others; (2) The arbitrator's authority to resolve and make written awards is limited solely to claims between **You** and **Us** alone; (3) Your Claims may not be joined or consolidated with any claims or disputes involving others. No arbitration award with respect to Your Claim's shall have any preclusive effect as to any **claims** or issues in any disputes with anyone who is not a named party to the arbitration of Your Claims. For **CA** residents, the Arbitration Provision is amended to include the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to arbitrate any Claim is solely at Your discretion; (2) If arbitration is elected, this does not waive Your right to file and pursue civil action or complaint; (3) If any statement found within this Plan contradicts this section, this section shall take precedence. For **AL** residents, Plans purchased in the state of **AL** shall be governed by the laws of **AL**. Matters that are the subject of the arbitration shall be held in **AL**, in the county in which the contract holder lives. For **AZ** residents, this arbitration provision 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. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. 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 A.D.O.I. at 800-325-2548. For **ME** residents, arbitration shall take place in the county of the contract holder's principle Maine location and local rules shall apply. For **WA** residents, any arbitration proceeding shall be held at a location in closest proximity to the service contract holder's permanent residence. For **WI** and **OR** residents, any arbitration proceeding shall be held in a **WI** and **OR** venue, respectively. For **WI** and **OR** residents, the matters that are the subject of the arbitration shall be subject to governed by the substantive laws of **WI** and **OR** respectively. Coverage afforded under this Plan is not guaranteed by any state Property & Casualty Insurance Guaranty Association.

There is no deductible under the Plan.

Rights under the Plan, including the right to return, cancel or void the Plan, apply only to the original purchaser and may not be sold or transferred.

**Cancellation: We may not cancel this Plan. You have no right to cancel this Plan, except pursuant to any of the following exceptions that apply for your State:**

**1. Cancellation During the Return Period.** Your state may allow You to return Your Plan within a designated period. If You purchased the plan in **AL, AR, CO, CT, MA, ME, MN, MO, NJ, NM, NY, NV, OR, SC, UT, WA, or WY** and have not made a claim, You may return the Plan to the retailer from whom You purchased within 20 days after Our

mailing date of the Plan to You if You received the Plan by mail or 10 days after delivery of the Plan to You at time of sale by the retailer from whom You purchased the Plan for a full refund of its purchase price.

If You have made a claim, Your state may allow You to still return the Plan within a designated period. In **CA**: within 60 days after Your receipt of the Plan You may return the Plan to the retailer from whom You purchased your Plan for a full refund, but, if You have made a claim under the Plan during the 60 day return period, you must provide written notice of cancellation to Guardsman and the refund will be reduced by the claim amount. In **HI**: within 30 days after Our mailing date of the Plan to You if You receive the Plan by mail or 20 days after delivery of the Plan to You at time of sale by the retailer or seller from whom You purchased the Plan. In **IL**: within 30 days after Your purchase of the Plan, reduced by a return fee amount We will charge You which will be the lesser of 10% of the purchase price of the Plan or \$50.00. In **MD**: within 20 days after Our mailing date of the Plan to You if You receive the Plan by mail or delivery of the Plan to You at time of sale by the retailer or seller from whom You purchased the Plan. In **OK**: If this Plan is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, We will refund the entire Plan charge paid. In **TX**: within 30 days after Your purchase of the Plan, but, if You have made a claim under the Plan during the 30 day return period, the refund will be reduced by the claim amount. In **VT**: within 20 days after Your receipt of the Plan. In **WI**: within 15 calendar days after delivery of the Plan to You.

**2. All Other Cancellations.** Your state may allow other cancellations not listed above. If You purchased the Plan in **AL, AZ, CA, IL, or TX**, You must provide written notice of cancellation to Guardsman, and Guardsman will refund You a pro rata portion of the Plan's purchase price based on the time remaining under its term, less (in **AL** only) an administrative fee of \$25.00. In **AZ**: A cancellation fee equal to the lesser of 10% of the gross amount You paid for the Plan or \$25. In **CA**: A pro rata refund less any claims paid or cost of repairs previously made under the Plan and a cancellation fee equal to the lesser of 10% of the Plan's purchase price or \$25.00. In **IL**: A pro rata refund less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee equal to the lesser of 10% of the Plan's purchase price or \$50.00. In **OK**: If this Plan is canceled by You after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. This Plan cannot be cancelled by Us. In **GA**: You must demand cancellation of the Plan and surrender it to Guardsman, and Guardsman will refund You the excess of the Plan's purchase price above the customary short rate for the expired number of days of the Plan. You are entitled to make a direct claim against the insurer that insures Guardsman's obligations under the Plan upon Guardsman's failure to pay any claim or refund amount owed to You within 60 days after proof of loss or notice of cancellation has been filed with Guardsman. In **ME**: You must provide written notice of cancellation to Guardsman 15 days prior to the date of cancellation of the Plan, containing the date of cancellation and reason for cancellation, and Guardsman will refund You a pro rata portion of the Plan's purchase price based on the number of days remaining under its term less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding 10% of the Plan's purchase price. In **NV**: Guardsman will refund You a pro rata portion of the Plan's purchase price based on the time remaining under its term and a cancellation fee equal to the lesser of 10% of the Plan's purchase price or \$25.00. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund paid pursuant to this Plan.

**Late Refund Penalty.** Your state may require Us to pay You a penalty if We do not refund the Plan's purchase price within a designated period following your cancellation request. In **TX**: If We do not send Your refund payment within 45 days after You cancel the Plan, We will also pay You interest of 10% per annum on the refund amount due for each month after that 45 day period until We send Your refund payment. In **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, or VT**: if You are entitled to a return refund and We do not send Your refund payment within 45 days after You return the Plan, We will also pay You a penalty of 10% of the purchase price of the Plan for each month after that 45 day period until We send Your refund payment. In **CA, NM, NV, NY, or WA**: if You are entitled to a return refund and We do not send Your refund payment within 30 days (**CA, NY, and WA**) or 45 days (**NV**) or 60 days (**NM**) after You return the Plan, We will also pay You interest of 10% per annum on the refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your refund payment (**CA**) or a penalty of 10% of the purchase price of the Plan for each 30 day period after that 60 day period until We send Your refund payment (**NM**) or a penalty of 10% of the purchase price of the Plan for each month after that 30 day period until We send Your refund payment (**NY and WA**).

**Insurance Securing this Plan: THIS IS NOT AN INSURANCE POLICY.** This Plan is secured by contractual liability policies provided by Continental Casualty Company (in all states except Washington) and The Continental Insurance Company (in Washington only), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid any claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

#### STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:

The following state specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:

**Service Requests & Emergency Repairs.** Service requests are fulfilled only when a Guardsman approved service technician makes the repair. This Plan does not provide for 24-hour emergency repairs except in **AR, MO, OR, SC, UT, and WA**. In those states, if the covered item under the Plan requires a need for emergency repair to the covered item under the Plan and a repair cannot be performed during its normal business hours, You may obtain services for such emergency repair from Guardsman or any qualified service provider, and Guardsman will reimburse You up to the amount of Guardsman's negotiated service rate with its approved service technician for the reasonable and customary costs You incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Plan.

**Unresolved Disputes. CT, NH, NV, SC, TX, and VA RESIDENTS:** If You have an unresolved complaint or dispute under the Plan, or questions concerning Guardsman or its regulation as a service contract provider, You may contact or file a complaint with Your state insurance regulatory authority. **CT**: Consumer Affairs Division of the Connecticut Insurance Dept. State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. **NH**: New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2261. **NV**: If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **SC**: South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227. **TX**: Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **VA**: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**AZ RESIDENTS:** The "pre-existing" exclusion in section 7 does not include stains or damage that were known or should reasonably have been known by Guardsman, the Lessor, or the retailer from whom you purchased the Plan.

**NM RESIDENTS:** Final contract price to be determined prior to presentation to consumer for signature.

**NV RESIDENTS:** This Plan, including the Arbitration Provision section, shall be governed by the laws of Nevada.

**OK RESIDENTS:** The Plan Obligor, Provider, and Administrator is Guardsman US LLC., 4999 36th Street SE, Grand Rapids, MI 49512, (616)-285-7889, Service Warranty Association #507496076. This is not an insurance Contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

**WI RESIDENTS:** Wisconsin residents are not required to report damage within thirty (30) days as stated under the "How to File a Claim" Section, on page 1; however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss.

**WA and WI RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**Governing Law.**

**WY RESIDENTS:** This Plan cannot be sold to residents of Wyoming.

**UT RESIDENTS:** Your failure to give any notice or file any proof of loss to Guardsman required by the Plan within the timeframe specified in sections 2.2., 2.3., 5.1.1., and 5.1.2., of the Plan does not invalidate a covered claim, if You show that it was not reasonably possible to give notice of or file proof of loss within the prescribed timeframe and that notice was given or proof of loss was filed with Guardsman as soon as reasonably possible.

**The Arbitration Provision above is replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND GUARDSMAN MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION RULES FOR NON-ADMINISTERED ARBITRATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM GUARDSMAN. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND GUARDSMAN. 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.** Emergency services are available per the **Service Requests & Emergency Repairs** section above.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901.