

# GUARD IT

## RESIDENTIAL LIFESTYLE ADJUSTABLE BASE PROTECTION PLAN

### TERMS AND CONDITIONS

### (Includes Dispute Resolution/Arbitration Agreement and Class Action Waiver)

#### HOW TO FILE A CLAIM:

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##### 1. BEFORE YOU CALL –

##### **DETERMINE WHETHER YOUR CLAIM MAY BE COVERED BY THIS LIFESTYLE ADJUSTABLE BASE PROTECTION PLAN (THE “PLAN”)**

The section of this Plan entitled “WHAT’S COVERED” below describes the claims that are covered by this Plan. The manufacturer of Your Lifestyle Adjustable Base (the “Manufacturer”) provides a warranty for certain Breakdowns (the “Manufacturer Warranty”). As specified below, this Plan, which is offered by CNA Warranty Services, Inc. and CNA Warranty Services of Florida, Inc. (together, “CNA”), and the contractual liability policies securing this Plan, do not provide coverage, administration or service for any repairs or replacements that are still covered by the Manufacturer Warranty (“Manufacturer Warranty Claims”).

However, notwithstanding that this Plan does not cover Manufacturer Warranty Claims, Guardian Protection Products, Inc. (“Guardian”), the Administrator of this Plan, will attempt to assist You with any Manufacturer Warranty Claims. Such assistance may include, at Guardian’s sole discretion, (i) trouble-shooting with You by telephone regarding the Breakdown (or arranging for the Manufacturer to assist you with trouble-shooting by telephone), (ii) sending a service technician to Your home (or arranging for the Manufacturer to send a service technician to Your home) to repair Your Lifestyle Adjustable Base, (iii) arranging for the replacement of Your Lifestyle Adjustable Base, and/or (iv) in certain circumstances, transferring your call or referring you to the Manufacturer, which will handle your Manufacturer Warranty Claim. In the event that any or all of the cost of any such repair or replacement is covered by the Manufacturer Warranty, Guardian will seek reimbursement from the manufacturer for such cost. Please note that the obligation described in this paragraph to assist You with Manufacturer Warranty Claims is an obligation solely of Guardian and not of CNA.

##### IS THIS DELIVERY DAMAGE OR A SETUP ISSUE?

If so, please contact Your Retailer. This Plan does not cover any damage or setup issues that occurred during delivery or set-up of the Furniture Items.

DO I HAVE THE REQUIRED INFORMATION? (Failure to provide all information may result in denial of coverage.)

Check that You have all Plan documents, the itemized receipt, photographs of the affected area, and can describe the damage and its cause. ALL CLAIMS MUST BE FILED WITHIN 30 DAYS OF THE INCIDENT.

DO NOT ATTEMPT TO REPAIR OR CALL A TECHNICIAN – Unauthorized repairs may void coverage.

##### 2. TO FILE A CLAIM: Call 1-877-680-2620.

##### IMPORTANT DETAILS:

The following documents together constitute the entire agreement between You and Us: (i) this Plan, and (ii) Your receipt from the Retailer

containing the Furniture Items covered by this Plan, and the Plan's cost. To fulfill Your claim, We may provide repair advice and/or products or You may receive a no-charge in-home visit by a technician who will attempt to repair the damage. If We cannot repair Your Furniture Item, We will either replace it or provide You with an in-store credit at Our sole discretion. Credit will be offered at the Retailer where the Plan was purchased, subject to the Limit of Liability, and will exclude all taxes and delivery/shipping costs. If You move outside of the Retailer's delivery area, You will be responsible for any additional delivery/shipping costs.

We have the right to deny service should You refuse Our attempts to repair or service Your Furniture Item. You also must provide a safe, non- threatening environment for Our technicians to perform service. You must be present for any scheduled technician visit.

We will not be responsible or otherwise service matching pieces of Furniture Items that are not damaged, and We are not responsible for and will take no action to correct dye lot, texture or any other variations arising from service or replacement of a part or entire Furniture Item. This Plan does not transfer to replacement furniture. If replacement of the damaged Furniture Item is necessary, We cannot guarantee that the replacement will exactly match the Furniture Item, especially if the Furniture Item has been discontinued by the manufacturer.

#### **DEFINITIONS:**

Throughout this Plan:

1. "You" and "Your" refer to the purchaser of this Plan as shown on the receipt, and includes the Lessee if the Furniture Item was acquired under a rent-to-own or lease-purchase transaction (collectively, "RTO Transaction");
2. "We," "Us," "Our" or "Obligor" refer to the company obligated under this Plan, which is: (a) CNA Warranty Services, Inc. in all states except Florida; and (b) In Florida, CNA Warranty Services of Florida, Inc.;
3. "Administrator" refers to Guardian Protection Products, Inc. ("Guardian"), P.O. Box 300, Hickory, NC 28603-0300, 1-877-680-2620;
4. "Furniture Item(s)" refers to adjustable bases that You purchased concurrently with this Plan and are shown as covered Furniture Item(s) on Your receipt;
5. "Retailer" refers to the Rooms To Go entity from which You purchased the Furniture Item(s) and this Plan;
6. "Breakdown" refers to mechanical or electrical failure of or damage to a Furniture Item due to a defect in materials or workmanship; and
7. "Breakage" refers to accidental damage to the structural components of a Furniture Item, but does not include a Breakdown.
8. "Lifestyle Adjustable Base" refers to the only Furniture Item covered by this Plan.

**DEDUCTIBLE:** No deductible is required.

#### **WHAT'S COVERED?**

This Plan covers the following damages, subject to the What's Not Covered and other Plan Terms and Conditions:

##### **THIS PLAN COVERS ONLY THE LIFESTYLE ADJUSTABLE BASE:**

Breakdowns of frames, decking/platform, remotes (including remote control units and receivers), and the following mechanisms: lifting and lowering mechanisms, sleeper, reclining, inclining, motors, drive motors, vibrating and massaging mechanisms, AC/DC transformers, control box, junction box and power down box, cable failures, and heating all of which will be covered only if they were originally covered by a manufacturer's warranty and the warranty for such damage has expired. Damages as a direct result of a power surge are also covered.

Parts will be replaced with those of like kind and quality at Our sole discretion. We may use new or remanufactured parts. If the covered Furniture Item cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the covered Furniture Item will be replaced, as solely determined by Us, with a product of similar features and function.

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## WHAT'S NOT COVERED?

We will not repair or replace the following:

1. **Warranties:** Damage that is covered or should be covered by a store/manufacturer's warranty or any other warranty; any item sold without a store/manufacturer's warranty; any damage subject to manufacturer's recall;
2. **Handling:** Damage during delivery, set-up, assembly or while in transit;
3. **External Elements:** Damage while any Furniture Item is located outside of the residence, including, but not limited to, Furniture Items located on screened-in porches;
4. **General Wear and Tear;**
5. **Non-Accidental Damage:** Any intentional physical damage; any modifications made to the Furniture Item; failure to follow manufacturer's installation, operation or maintenance instructions; damages caused by misuse, neglect, abuse, civil commotion or riot; damage caused by improper or unauthorized cleaning methods or topical treatments (other than those provided by Us);
6. **Consequential/Incidental Damages:** Loss or injury to a person or loss or damage to other property or any incidental, contingent, special, or any direct or indirect loss and consequential damages, including, but not limited to, losses incurred due to any delay in rendering service under this Plan or resulting loss of use;
7. **Pets/Animals:** Damage caused by pets or other animals, including, but not limited to, damage caused by beaks, claws, jaws or insect infestation;
8. **Surface Damage:** Damage that is a scratch, scuff, indentation or other mark that has no impact on the operational functionality of the Furniture Item;
9. **Specific Components/Materials:** Cloth/dust covers and decking; mattresses; wooden bed slats; non- functional or aesthetic parts;
10. **Other Damage:** Damage due to Breakage; caused by outside contractors/technicians; caused by wiring faults/incorrect voltage, other than a power surge while following manufacturer's operating instructions; caused by leaking appliances, pipes; damages that should be covered under homeowner's/renter's insurance, including, but not limited to, fire, burglary, theft, vandalism or acts of nature/God; any pre- existing conditions that existed prior to the effective date of this Plan;
11. **Excluded Furniture:** "As-Is," "Pre-owned," "Final Sale," "Open Box," or Rental Furniture (other than covered RTO Transactions).

**GENERAL PROVISIONS:** This is a legal contract (herein referred to as the "Plan"). By purchasing it, You understand that it is a legal contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. Coverage under this Plan is limited to damage that occurs in the 50 states of the United States, including the District of Columbia, and is only valid for new Furniture Item(s) purchased concurrently with this Plan and shown on Your receipt. All coverages are for covered damage from a single incident. Furniture used for commercial purposes, including, but not limited to, furniture located in multi-user organizations, multi-family housing, and public rentals are ineligible under this Plan. You are not required to purchase this Plan as a condition of a loan or purchase of any property. **This Plan contains an Arbitration Agreement and Class Action Waiver.**

NOTE: This Plan is not an insurance policy, or a cleaning or maintenance contract. This Plan covers Breakdowns associated with mechanical or electrical failure of or damage to Your covered Furniture Item(s) due to defects in materials or workmanship, plus damage due to accidental power surges, as set forth above.

## TERM:

Coverage under the Plan for each Furniture Item begins the date You take possession of the Furniture Item and lasts for seven (7) years. This Plan is not renewable and is not transferable to another owner.

#### RTO TRANSACTIONS:

Where a Furniture Item was initially acquired under an RTO Transaction, any cash settlement or refund will be paid to the owner of the Furniture Item at the time the settlement is made. This will be the lessor ("Lessor") if You have not yet acquired ownership of the Furniture Item. In all other respects, the lessee ("Lessee") will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the Furniture Item shall be the responsibility of the Lessee during the term of any RTO Transaction, except as provided by law. Any reference to "purchased," "sold," or similar terms shall include "rented" and "leased" and their derivatives. Except as stated herein, any reference to "purchaser" shall mean the Lessee under the RTO Transaction and not the Lessor.

#### LIMIT OF LIABILITY:

For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized service/repairs; and (2) replacement of affected Furniture Item with a new replacement piece of equal value; and (3) the price that You paid for the Furniture Item, excluding taxes and delivery/shipping fees.

The total liability under this Plan for all repairs or replacement of a covered Furniture Item is the purchase price You paid for the Furniture Item, excluding taxes and delivery/shipping fees, but not to exceed the full purchase price shown on Your receipt or as reflected in the Retailer's records. For Furniture Items that are part of a promotion or were provided free of charge to You as part of Your purchase, We will apply the regular retail price that the Retailer charges for the Furniture Item when determining the Limit of Liability. In the event that the aggregate of all authorized service/repairs exceeds the purchase price paid for the Furniture Item or We replace the Furniture Item with a new piece of comparable value, We shall have satisfied all obligations owed under this Plan for the Furniture Item.

If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan, less paid claims. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

#### CANCELLATION:

This Plan may be cancelled by Us for any reason. If We cancel for fraud, material misrepresentation, non-payment of Our fee, or a substantial breach of Your duties under this Plan, cancellation will become effective immediately and You will receive no prior notice. If We cancel for any other reason, written notice of cancellation stating the effective date and reasons for the cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective, and we will provide you with a pro rata refund, less the cost of any service received, claim paid, or replacement received or pending.

This Plan may be cancelled by You at any time for any reason by providing notice of cancellation. If the Plan is cancelled: (a) within ninety (90) days of Your receipt of this Plan, You shall receive a full refund of the price paid for the Plan, less the cost of any service, claim paid, or replacement received or pending; or (b) after ninety (90) days after Your receipt of this Plan and prior to the earliest date You take possession of a Furniture Item, You will receive a full refund of the price of the Plan; or (c) after ninety (90) days after Your receipt of this Plan and on or after the earliest date You take possession of a Furniture Item, You will receive a pro rata refund, less the cost of any service received, claim paid, or replacement received or pending. The pro rata refund will be based on the period starting with the earliest date You take possession of a Furniture Item and ending six (6) years later. If You financed the purchase of this Plan, at Our discretion any refund due will be paid directly to the lender of record. With respect to cancellation of this Plan by a Lessee in an RTO Transaction, such refund shall be payable to the Lessor, unless You have taken ownership of the Furniture Item. Unless a different penalty is required by state regulations, We will add a ten (10) percent penalty per month to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. Upon cancellation, the below dispute resolution/arbitration agreement and class action waiver remains in effect.

#### **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER/THIRD PARTY BENEFICIARIES:**

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER ("DISPUTE RESOLUTION/ARBITRATION AGREEMENT"), INCLUDING THE THIRD PARTY BENEFICIARY AND OPT-OUT PROVISIONS, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

For the purpose of this dispute resolution/arbitration agreement only, references to "We" and "Us" include the Obligor and the Administrator, as well as the Retailer from which You purchased this Plan. The parties agree that the Retailer, its affiliates and any of their owners shareholders,

members, partners, parents, subsidiaries, divisions, directors, officers, employees, representatives, successors and assigns (collectively, "third party beneficiary" or "third party beneficiaries") are and are expressly intended to be direct and primary beneficiaries of this dispute resolution/arbitration agreement and that each third party beneficiary shall be entitled to require and participate in arbitration under the dispute resolution/arbitration agreement.

**1. Mandatory Arbitration:** YOU AND WE AGREE TO RESOLVE ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING UNDER OR RELATING IN ANY WAY TO THE PLAN, INCLUDING BUT NOT LIMITED TO, THESE TERMS AND CONDITIONS, ANY PLAN-RELATED DOCUMENTS, THE SALE, SERVICE, OR FULFILLMENT OF THE PLAN OR THE UNDERLYING TRANSACTION, AND CLAIMS AGAINST ANY THIRD-PARTY BENEFICIARIES (INCLUDING THE RETAILER) ARISING UNDER OR RELATING IN ANY WAY TO THE PLAN OR THE SALE, SERVICE, OR FULFILLMENT OF THE PLAN OR THE UNDERLYING TRANSACTION (COLLECTIVELY, "CLAIMS"), EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A COURT OR JURY, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. This dispute resolution/arbitration agreement applies to Claims arising on or after the date of the Plan, regardless of whether the Plan is in effect (the agreement survives termination or cancellation of the Plan). Claims shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against the Obligor, Administrator, or third party beneficiaries. The requirement to arbitrate will be broadly interpreted.

YOU AND WE WAIVE THE RIGHT TO A TRIAL BY A JUDGE OR A JURY. NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. Claims are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by the courts. The arbitrator can award on an individual basis the same damages and relief as a court including monetary damages, injunctive relief and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitration shall be conducted before a single arbitrator and administered by the American Arbitration Association ("AAA") and will be conducted in the county of Your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at [www.adr.org](http://www.adr.org). The parties agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Agreement.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues relating to the enforcement, applicability (including issues of arbitrability), scope, validity, and interpretation of this dispute resolution/arbitration agreement, including but not limited to any unconscionability challenge or any other challenge that the dispute resolution/arbitration agreement is void, voidable or otherwise invalid.

Notwithstanding this agreement to arbitrate, each of the parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Plan.

If Your dispute is for \$25,000.00 or less (not including attorney's fees), the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000.00, the right to a hearing will be determined by the AAA rules.

The Federal Arbitration Act ("FAA") applies to this agreement and governs its interpretation and enforcement. To the extent the FAA does not apply, the laws of the state where You purchased this Plan apply.

**2. Class Action Waiver:** You and We agree that the arbitration will be conducted solely on an individual basis and not on or as a class, representative, collective, consolidated private attorney general action or on behalf of the general public or similar proceeding (collectively "Class Action"). A Claim may not be consolidated with the Claim or discovery of any other party. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. Notwithstanding anything to the contrary, a court will resolve any question regarding the meaning, validity or enforceability of this Class Action Waiver. If a court deems any portion of this Section 2 Class Action Waiver invalid or unenforceable, then Sections 1 and 3 of this dispute resolution/arbitration agreement will be null and void and any Claims shall proceed in a court and not in

arbitration.

**3. Fees and Costs in Arbitration:** We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous, filed in bad faith, or for the purpose of harassment. In that case, the AAA rules govern payment of such fees. Any award of attorney's fees and costs to You shall be at the discretion of the arbitrator, except that: (1) the arbitrator may not award fees and costs to Us for an arbitration where the claimed damages are less than twenty-five thousand dollars (\$25,000.00), unless the arbitrator determines that Your claim was frivolous or brought in bad faith or for the purpose of harassment.

**4. Non-arbitration Class Action and Jury Waiver:** You and We agree that if for any reason a Claim proceeds in court rather than arbitration: You and We waive any right to a jury trial; (b) the Claim will proceed solely on an individual, non-class, non-representative, non-collective, basis, and (c) neither You nor We may be a class representative or class member or otherwise participate in any class, representative, collective, consolidated, or private attorney general proceeding.

**5. Severability:** If any part of this dispute resolution/arbitration agreement is found invalid or unenforceable, then the other parts of the agreement shall remain in full force and effect except that if any part of Section 2 (Class Action Waiver) is found invalid or unenforceable, then Sections 1 and 3 of the dispute resolution/arbitration agreement will be null and void and the other parts of the agreement shall remain in full force and effect.

**Opt-Out:** YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THE PLAN (THE DATE OF PURCHASE BEING INDICATED ON YOUR RECEIPT). To opt out, You must send written notice to the Administrator, Guardian Protection Products, Inc., P.O. Box 300, Hickory, NC 28603-0300, with the subject line, "Arbitration Opt Out." You must include: (a) Your name and address; (b) the date You purchased this Plan; and (c) the Retailer's name. If You properly and timely opt out, then all claims may be resolved in court rather than arbitration. Where the Furniture Item was acquired under an RTO Transaction, only the Lessee (and not the Lessor) under the RTO Transaction may opt-out pursuant to the terms of this provision, and the Lessor shall be bound by the Lessee's decision whether to opt out.

**INSURANCE SECURING THIS PLAN:** This is not an insurance policy. This Plan is secured by contractual liability policies provided by: (1) Continental Casualty Company in all states except Washington and (2) The Continental Insurance Company in Washington. Both can be contacted at 151 N Franklin St., 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 companies. Please enclose a copy of Your Plan when sending correspondence to the insurance companies.

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

**STATE SPECIFIC REQUIREMENTS:**

The following state-specific requirements are added to and become part of this Plan and supersede, to the extent they are more generous to You, any other provision to the contrary:

**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.

**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 an 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:** This Plan shall be non-cancelable by Us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. 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 or reasonably should have been known to You.

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.

**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. 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 Furniture Item or its use.

**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 or services performed 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 Furniture Item 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: 217

**Virginia:** 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, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

