

**FURNITURE & ADJUSTABLE BED PRODUCT PROTECTION PLAN**  
**This Agreement is not a Contract of Insurance**

**NOTICE:** (1) THE RETAILER SELLING YOU THIS AGREEMENT MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "We", "Us" and "Our" mean the company obligated under this Agreement, Safeware, The Insurance Agency Inc., 5700 Perimeter Drive, Suite E, Dublin, OH 43017, (800) 546-2109 in all states except in Florida and Oklahoma where it is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256 (800)888- 2738, and in New Mexico and Washington where it is Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 800-282-8913, and in Maine where it is the Selling Retailer;
- (2) "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser;
- (3) "Administrator" means Safeware, The Insurance Agency Inc., 5700 Perimeter Drive, Suite E, Dublin, OH 43017, (800) 546-2109;
- (4) "Selling Retailer" means the entity selling the Covered Product and this Plan;
- (5) "Covered Product" means the consumer furniture item(s) or adjustable bed which You purchased concurrently with and covered by this Plan.

**1) PRODUCT ELIGIBILITY:**

If Your Covered Product is furniture, this Plan applies to, but is not limited to, fabric, leather, vinyl upholstery, other covers or materials, wood and other hard surface furniture purchased as new. In order to be eligible for the manufacturer defect coverage portion of the Plan, either the manufacturer's original written warranty or a combination of the manufacturer's original warranty and the selling dealer's warranty must provide at least 12 months parts and labor coverage. Manufacturer defect coverage for Your Plan begins after the first 12 months.

If Your Covered Product is an adjustable bed, this Plan applies to Manufacturer's Defects as described in the Adjustable Bed section.

**2) TERM:**

This Plan begins on the date the Covered Product was purchase or delivery date, whichever is the latest date, and will provide service to You for a total of 3-Years or 5-Years if Your product is furniture; or 5-years or 10-years if Your product is an Adjustable Bed, as noted on Your sales receipt.

**3) COVERAGE:**

**Accidental:**

**If Your Covered Product is furniture, the following conditions apply to You.**

If under the conditions listed below, the Covered Product becomes accidentally stained or damaged during normal residential use, the Administrator may, at its discretion, either send You a stain removal kit and/or engage a professional technician to service the problem at no cost to You. If the covered damage or stain 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 Limit of Liability defined in Section 5 of this Agreement. . If an entire item of furniture is replaced, the replacement furniture is not eligible for coverage under this Plan. However, replacement of a part or piece of furniture does not end Plan coverage. Any furniture originally covered by the Plan and not

replaced will remain under coverage for the remaining term of the Plan. Any replacement item is eligible to be covered with the purchase of a new Plan. Any replaced furniture under this Plan becomes the property of the Administrator. This Plan does not cover pickup, maintenance inspections, crating or delivery freight charges.

Replacement parts or furniture will be ordered for You. If We have offered to repair or replace the item originally purchased or provide a substitute item of like kind and quality at Our option and You refuse to accept such offer, You will be given a refund of the purchase price You paid for this Plan, less any claim payments previously made to you under this Plan in lieu of repair or replacement of Your item, and Your Plan will then immediately terminate.

## **WHAT IS COVERED**

This Plan defines "Accidental" as a single, unexpected and unintentional event and does not include accumulated damage from continual or multiple events. The use of this Plan requires an explanation of where and when the accident occurred as well as a detailed description of the actual event.

### **For fabric, leather and vinyl upholstery and rugs:**

**All accidental stains including, but not limited to, those caused by:** a) food and beverages b) nail polish and nail polish remover stains or damage c) human and pet body fluid stains d) ink and marking pen stains e) candle wax f) dye transfer g) paint h) bleach

### **Accidental damage (single incident coverage):**

a) all pet damage b) punctures, rips, tears and burns c) Breakage of frames, springs, sleeper and reclining mechanisms, heating and vibrating elements caused by a specific incident d) Up to \$50 per seat cushion total coverage for the term of the Plan on any of the following: seam stitching that comes loose on seat cushions; damage to seat cushion zippers; loss of seat cushion foam resiliency in excess of 20%.

### **For case goods and other hard surface furniture:**

#### **All accidental stains including, but not limited to, those caused by:**

a) food and beverages b) human and pet bodily fluids c) nail polish and nail polish remover stains or damage d) ink and marking pen stains e) candle wax f) paint g) bleach.

### **Accidental damage (single incident coverage):**

a) pet damage b) nail polish remover c) liquid marks, stains or rings d) breakage e) scratches, gouges, dents or chips that penetrate the finish exposing the substrate f) cigarette burns, singes and heat marks g) checking, cracking, bubbling or peeling of finish caused by a specific incident h) accidental bending or breakage of structural metal components i) breakage, chips or scratches of glass or mirrors.

### **Manufacturer Defects:**

Coverage for manufacturer defects for Your Plan begins after one (1) year from the date You purchased the Covered Product.

### **If Your Covered Product is Furniture:**

a) separation of frame components b) structural defects to frames, warping and frame breakage/cracking c) lifting of veneers and laminate finishes d) loss of silvering to mirrors e) failure of integral electrical components, such as massagers and heaters f) failure of mechanisms, motors, hydraulics, and lifts.

### **If Your Covered Product is an Adjustable Bed:**

a) Failure of electrical components, pumps, air chambers, motors, lift mechanisms, remotes, wiring, tubing

## **4) IF YOUR COVERED PRODUCT NEEDS REPAIR/STAIN REMOVAL:**

In the event that a repair and/or stain removal of the Covered Product is needed, You are required to either contact Your retailer or call Us at (800) 546-2109 between the hours of 8:00AM and 5:00PM eastern standard time Monday-Friday to report the need for service. All repairs and/or stain removals must be authorized by the

Administrator prior to performance of service. For faster service, please have Your dated proof of 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/stain removals must be approved before they are performed. Service will be performed during normal business hours. Do not return the Covered Product to Your retailer for repair or stain removal unless so instructed by the Administrator. 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. While We try to complete service as quick as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays, unavailability of parts, shipment to a service facility, acts of God, or servicer scheduling delays.

#### **5) LIMIT OF LIABILITY:**

The limit of liability for Your Covered Product under the Plan is the cost of authorized repairs or replacement as determined by the Administrator, with a product of similar features. In no event will the total liability for repairs, replacement or a combination of both exceed Your purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery and installation costs.

In the event that your furniture or adjustable bed requires replacement, the amount payable under this Plan shall be the lesser of the purchase price of the replacement product or Your purchase price for the Covered Product, less any repairs or replacements previously provided under this Plan.

Upon replacement of an entire item of furniture or adjustable bed, or when the Limit of Liability is reached, there is no longer any obligation for service, repair or replacement under this Plan.

SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

#### **6) WHAT IS NOT COVERED:**

- (A) Products not originally covered by a manufacturer's or selling dealer's twelve (12) month warranty;
- (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs;
- (C) Cleaning; Periodic checkups; preventive maintenance; accumulation of stains, dirt, oils;
- (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.;
- (E) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs;
- (F) Abuse, misuse, mishandling; unauthorized modifications or alterations to Your Covered Product;
- (G) Failure to follow the manufacturer's instructions;
- (H) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- (I) Incidental, consequential or secondary damages or delay in rendering service under this Plan; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts;
- (J) Any product used in a commercial setting or rental basis;
- (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (L) Unauthorized repairs and/or parts;
- (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein;
- (N) Any other loss other than a covered breakdown;
- (O) Service where no problem can be found; noises; squeaks; Breakdowns which are not reported during the term of this Agreement;
- (P) Any stain or damage occurring prior to or during delivery, while furniture is being moved between residences or into and out of storage; or damage accrued while in storage
- (Q) Any stain or damage caused by sun fade, smoke, fire, flood or other natural disaster, insects, pests, rodents, any other animal other than traditional pets, mold; mildew; exposure to weather; lightning; windstorm; sand; dirt; hail; earthquake; acts of God; theft, vandalism or illegal act;

(R) Any stain or damage caused by any third party, including any independent contractor, such as, but not limited to, plumbers, painters, movers or other service or maintenance personnel.

(S) The gradual wear and tear breakdown or cracking and peeling of leathers, bonded leathers, breathables, or any other covers or materials.

(T) With regard to beds with air-chamber technology, Your Plan additionally excludes service events ("claims") for conditions arising from normal wear and tear, including but not limited to, mattress cover compression, foam compression, discoloration of parts or normal body indentations. This Plan does not provide coverage for claims related to comfort preference (e.g. "The bed feels too hard/soft."). The Plan does not provide coverage and will become void if claims are a result of damage caused by tampering with or modifications to any component including the opening of the firmness control system or remote control. Damage caused from laundering or dry-cleaning the Covered Product or any part as well as damage caused by misuse or abuse, including but not limited to, stains, soil, burns, cuts, tears or spills or factors other than a Product defect are also excluded under and will void this Plan. This Plan also does not provide coverage and will become void if damage is caused by acts of nature or relating to forces outside of Our control, including but not limited to, fire, flood or lightning damage. This Plan will not cover claims caused by changes in barometric pressure.

(U) With regard to adjustable beds and beds with air-chamber technology, Your Plan additionally does not apply; (a) to any damage caused by You; (b) if there has been any repair or replacement of adjustable bed parts by unauthorized personnel; (c) if the adjustable bed has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any manner inconsistent with the operation and maintenance procedures outlined in the document received from the manufacturer and/or this Plan; (d) to damage to mattresses or mattress fabric.

**IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "WHAT IS COVERED".**

#### **7) CONDITIONS:**

**a) Renewal:** The Plan is not renewable.

**b) Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing a copy of this Plan and Declaration Page to the Administrator within 30 days of the transfer, and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferrable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.

**c) Territories:** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

**d) Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

**e) Arbitration:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding. **State Variation: In Arizona:** Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. **In California:** This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available. **In Florida, Georgia, Oregon and Wisconsin:** The "Arbitration" section of this Agreement is removed. **In Wyoming:** Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

**f) Cancellation:** You may cancel this Agreement for any reason at any time. If You cancel Your Plan within thirty (30) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor

should the Selling Retailer not be available, and You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

#### **8) IMPORTANT CONSUMER INFORMATION:**

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier, "LYNDON SOUTHERN INSURANCE COMPANY", 100 W. BAY STREET, JACKSONVILLE, FL 32202 (800) 888- 2738, EXCEPT IN NORTH CAROLINA AND GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 100 W. BAY STREET, JACKSONVILLE, FL 32202 (800) 888-2738, AND IN CA, NH, NY, WA AND WI WHERE THE OBLIGOR IS INSURED BY "DEALERS ASSURANCE COMPANY", 3518 RIVERSIDE DRIVE, UPPER ARLINGTON, OHIO 43221, (800) 282-8913.

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 (based on Your state of residence) at the address noted above. Please enclose a copy of Your Plan and proof of product purchase. *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 5700 Perimeter Drive, Suite E, Dublin, OH 43017 Attn: ESP Administration or call (800) 546-2109 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.

#### **9) DISCLAIMER OF CERTAIN LIABILITIES:**

Under no circumstances shall the retailer, the Administrator 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 Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. The Plan 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.

#### **10) CANCELLATION – FLORIDA ONLY:**

This Plan is between the Administrator, Safeware, The Insurance Agency Inc., the Provider, LYNDON SOUTHERN INSURANCE COMPANY, and You, the purchaser. You may cancel Your service contract by informing the selling dealer or the Administrator 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.

#### **11) CANCELLATION:**

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. **For those states that do not permit non-cancellation of Your service contract, the law of that state shall 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 this Plan 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 any time prior to the expiration date by sending written notice to the Administrator Safeware at 5700 Perimeter Drive, Suite E, Dublin, OH 43017. 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 deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Plan.

**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 prorata 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. **CANCELLATION** -If We cancel this service contract for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this service contract for any other reason, 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.

**Georgia only:** You may cancel this service contract at any time 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. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides product support or all part sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and You shall receive a full refund of the purchase price paid by You for the Plan.

**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 not 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 Plan applies to consumer furniture products. 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. The Oklahoma Department of Insurance does not review commercial service warranty contract language. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this Contract within the first thirty (30) days and no claim has been authorized or paid, We will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, We shall retain ten percent (10%) of the unearned pro rata Contract purchase price or twenty-five dollars (\$25), whichever is less. If We cancel this Contract, one hundred percent (100%) of the Contract purchase price will be refunded.

**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 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**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 nonpayment 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 30 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. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

**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 "What Is Not Covered" 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. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless Safeware is prejudiced thereby and it was reasonably possible to meet the time limit.

***These terms & conditions are available by calling (800) 546-2109 to have a copy mailed to You.***