

**PREMIUM FURNITURE PROTECTION PLAN WITH POWER
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: "Plan" refers to the Furniture Protection Plan. "Product" means the furniture care kit and other protection and repair products or advice that We or ProtectAll may provide. "Retailer" means the authorized entity selling You the Plan. "Furniture" means the qualifying indoor furniture described below and purchased concurrently with this Plan. The "Obligor", "We", "Our", "CWS" or "Us", means CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states). "Administrator" or "ProtectAll" means ProtectAll USA, LLC, whom can be contacted at 9151 Boulevard 26, Ste 150A, North Richland Hills, Texas, 76180, 1-888-216-8519, and is authorized to process claim payments or cancellation refunds on Our behalf. "You" or "Your" means the person or persons named on the sales receipt for the Plan or the Welcome Letter attached to the Plan, including the lessor of the Furniture ("Lessor"), if the Furniture was acquired under a lease-to-own arrangement ("LTO Arrangement"). "Breakdown" refers to mechanical, operational, structural or electrical failure of a Furniture item due to a defect in materials or workmanship. "Breakage" refers to accidental damage to the components of a Furniture item and does not include a Breakdown.

PLAN TERM: The coverage period for this Plan is five (5) years, with the beginning date commencing from the date of covered Furniture delivery. Please retain a copy of this Plan and the original receipt for the Furniture as it is needed to obtain service.

QUALIFYING FURNITURE: Upholstered fabric and microfiber Furniture; upholstered vinyl and leather Furniture, wood and solid surface Furniture, all of which are purchased concurrently with the Plan. This Plan is available for new Furniture only that is sold through a Retailer. Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.

PLAN COVERAGE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator and includes:

For Accidental Damage From Handling To Upholstered Fabric, Microfiber, Vinyl and Leather Furniture:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures

For Other Damage to Upholstered Fabric, Microfiber, Vinyl and Leather Furniture:

- Breakdown or Breakage of
 - Motors and Associated Components, such as mechanisms, motors, wires and switches, including handles

Breakdowns and Breakage are only covered upon expiration of the original manufacturer's or Retailer's warranty for the Furniture or twelve months after the delivery date of the covered Furniture, whichever is later.

For Accidental Damage From Handling To Wood and Solid Surface Furniture:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Fading from the Sun
- Scratch or Gouge that Penetrates the Finish (Normal wear and tear surface scratches are not covered)
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Accidental Chipping and Breakage of Glass or Mirrors

LTO ARRANGEMENTS: If the Furniture is acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Furniture, however, You will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to You. Any of Your obligations under the Plan shall remain Your responsibility during the term of any LTO Arrangement, except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean You under the LTO Arrangement and not the Lessor.

HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes stained or damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using Products (before using, test in an inconspicuous area) and/or procedures provided by Us, ProtectAll or the Retailer, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, the affected Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. If a manufacturer's or Retailer's warranty is in effect for the Furniture and covers or should cover the damage, this Plan will not apply. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to Furniture replaced under this Plan. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility. **NOTE: This is not a cleaning or maintenance contract.**

TO OBTAIN SERVICE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting the Administrator's customer service department at 1-888-216-8519 or online at www.myProtectAll.com. You must have Your: (1) original receipt showing Your purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, the Administrator or We will provide repair advice and/or Products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the Retailer's original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery/service area, this Plan will be limited to repair service only or You may request the Plan be terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan or 55% of the purchase price of the Plan, whichever is more, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the Furniture.

IMPORTANT EXCLUSIONS: We will not cover the following:

- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us, ProtectAll or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's warranty
- Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
- Furniture purchased for group homes, assisted living residences, nursing homes, or similar group settings that is used by the general public for short term use
- Incontinence
- Odors
- Fading of the upholstery, color loss, and/or discoloration
- Animal damage, other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas
- Inherent design or structural defects in fabrics and leathers, including but not limited to, natural inconsistencies in upholstery or delamination of microfiber
- Failure or loosening of threads or splitting of seams, stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stains or damage to the seat platform (the area directly under loose seat cushions) cloth or cambric (used as a dust cover on the underside of furniture) fabrics
- Wood surface scratch or gouge that does not penetrate through the finish
- Cracking or peeling of upholstered fabric or leather
- Leather surface scratches that do not penetrate through the upholstery, such as scuffs or scrape marks
- Flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss
- Dye lot or texture variation
- Damage to natural stone, marble or concrete; scratches on glass
- Intentional damage or willful abuse or misuse of the covered Furniture; any accidental damage which, in our sole discretion, is severe or extreme
- Damage to motors and associated components due to power surges, low voltage/amperage, normal wear and tear, or any damage caused by an external power source

- Repair, replacement or maintenance in connection with failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly, except as listed in the PLAN COVERAGE section
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories (including spare battery packs), furniture used outdoors, attachments, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, water leaks, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, outside contractors or any other peril not listed in the PLAN COVERAGE section
- Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer
- Initial or subsequent installation, assembly or hookup of Your Furniture is not covered
- Removal and reinstallation, except as determined by Us
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture
- Any and all pre-existing conditions that existed prior to the effective date of this Plan
- "As is", "pre-owned", showroom-displayed, rental (other than an LTO Arrangement), non-residential, in-home daycare businesses or commercial use, rattan, bamboo or wicker furniture, outdoor furniture, plastic (ready to assemble), nubuck, suede, carpets, fossil stone, silk, "X" coded and/or non-color fast fabrics or any fabric that requires dry cleaning, or Furniture sold without a manufacturer's or retailer's warranty
- Mattresses, futons, inflatable mattresses, and box springs
- Rugs and carpets (including wall to wall carpets)
- Failure to use reasonable means to protect your Furniture from further damage after failure occurs
- Any stain or damage caused by an independent contractor, such as but not limited to plumber, painter or other service or maintenance personnel
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence
- Any periodic checkups, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets or accessories used in conjunction with the covered Furniture, such as pillows and buttons
- Replacement or repair of consumables, such as batteries or bulbs
- Service where no problems are found, such as noises or squeaks
- Failures that occur outside the Fifty (50) States of America

LIMIT OF LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the covered Furniture with a product of equal or similar features and functionality. In no event will the Our total liability for repairs or replacement exceed the lesser of the original purchase price of the covered Furniture excluding tax and delivery costs paid during the purchase of the covered Furniture or \$25,000.

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

CANCELLATION: This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at **888-216-8519**. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price of the Plan. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within forty-five (45) days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of Our fee, material misrepresentation or a substantial breach of duties by You relating to the covered Furniture or its use. If a Plan is cancelled by Us for any reason other than the nonpayment of Our fee, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. **If You financed the purchase of this Plan, any refund due as a result of the cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

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

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

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

Insurance Securing this Plan: This Plan is not an insurance policy. It is secured by contractual liability policies provided by Continental Casualty Company, which may be contacted at 151 N Franklin, Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company.

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

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

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

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

Texas Residents: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider

You may cancel the Plan at any time. If You cancel the Plan before the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan; and (2) may not impose a cancellation fee. If You cancel the Plan on or after the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the Plan; and (2) may impose a reasonable cancellation fee not to exceed \$50. The right to cancel a service contract is not transferable to a subsequent holder of the Plan.

We may cancel the Plan by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Plan is canceled because of: (1) nonpayment of the consideration for the Plan; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the covered product or its use. You are entitled to a prorated refund of the purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the contract. We may not impose a cancellation fee.

Texas License Number of the Administrator: 300