

**ECO PREMIUM FURNITURE PROTECTION PLAN WITH POWER/LEVEL 1  
GENERAL TERMS AND CONDITIONS**



**5 YEAR ACCIDENTAL PROTECTION PLAN**

**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 GBS may provide. "Retailer" means the authorized entity selling You the Plan. "Furniture" means the qualifying indoor furniture described below and delivered concurrently with Your purchase of the Plan. The "Obligor", "We", "Our", "CWS" or "Us", mean CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states), whom can be contacted at 333 S Wabash Ave, Chicago, IL 60614, 1-866-298-3372. "Administrator" or "GBS" means GBS Warranty Services, LLC, whose address is 1000 E. Hillsboro Blvd, Suite #102, Deerfield Beach, FL 33441 and who 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.

**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 Damage to Upholstered Fabric and Microfiber Furniture:**

- All Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Upon Expiration of the Original Manufacturer's warranty (see below):
  - Failure of motors and associated components such as mechanisms attached to motors, wires and switches;

**For Damage to Upholstered Vinyl and Leather Furniture:**

- All Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Upon Expiration of the Original Manufacturer's warranty (see below):
  - Failure of motors and associated components such as mechanisms attached to motors, wires, and switches

**For Damage to Wood and Solid Surface Furniture:**

- All Stains (see exclusions)
- 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
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Accidental Chipping and Breakage of Glass or Mirrors

**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, GBS 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 complete piece of 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 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.

**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 **1-888-585-9488** or online at [www.gbsent.com](http://www.gbsent.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 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 area, this Plan will be limited to repair service only or 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, 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.

**IMPORTANT EXCLUSIONS:** We will not cover the following:

- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or 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, GBS 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
- Incontinence
- Odors
- Fading of the upholstery, color loss, and/or discoloration
- Pet 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, pilling or fraying of upholstery
- Wood surface scratch or gouge that does not penetrate through the finish
- Cracking or peeling of leather

- Leather surface scratches that do not penetrate through the upholstery, such as scuffs or scrape marks
- Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss
- Dye lot or texture variation
- Natural stone and marble
- Willful abuse or misuse of the covered Furniture
- 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 operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors
- 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, furniture used outdoors, attachments, rust, corrosion, battery leakage, sand, dirt, insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, or any other peril
- 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, 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 Furniture sold without a manufacturer's or store warranty.
- Mattresses and Box Springs
- Rugs and Carpets
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S 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
- Service where no problems are found, such as noises or squeaks
- **Failures that occur outside the Fifty (50) States of the United 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 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. 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 Us toll-free at **1-888-585-9488**. 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. 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 ten (10) percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.**

**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 is not an insurance policy. This Plan is secured by a contractual liability policy provided by Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60614, 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.

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.**

#### **SPECIAL STATE REQUIREMENTS**

The following state specific requirements apply if Your Plan was purchased in one of the following states and control if inconsistent with other terms and conditions:

**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. A ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation.

Texas License Number of the Administrator: 228