

INTRO PAGE

Please read this BEFORE you read the Warranties attached below

If you have poor eyesight. . . The Warranties attached below are in very small type face. This makes them difficult to read.

If you're using a Mobile Browser. . . We have highlighted the parts that should concern you the most. However, the highlighter function used in Adobe Acrobat Pro seems to not appear when using a Mobile Browser.

If you cant's see the highlighter, or the text is too small, here are the important items you don't want to miss,

FORTEGRA WARRANTY

Second Page, Line 18: Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts.

GUARDSMAN WARRANTY

Page 1, Section 3.8: We reserve the right to use appropriate parts provided by a company other than the original manufacturer, at our sole discretion, whether or not the original manufacturer has parts available.

GBS WARRANTY

Page 1, section 3 a: Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.

IN SUMMARY

EVERY Ten-Year Warranty I can find has this "out" clause for parts. They're saying that if parts must be replaced, they can do whatever they please and you have no rights.

Also, please note what isn't being said! None of these Warranties say they will use "Factory Authorized" Technicians for trouble shooting or repairs. Once again, they can do anything they want.



Administrator: 4warranty Corporation

10151 Deerwood Park Blvd., Bldg. 100, Suite 500 | Jacksonville, FL 32256

(800) 867-2216 | www.4repairs.net

AGREEMENT

ADJUSTABLE BED POWER BASE REPAIR PLAN

This Agreement is not a Contract of Insurance

Please read this Agreement carefully, as it describes the protection you will receive in return for payment by you. You must keep your sales invoice and receipt for the product you purchased as they are integral parts of this Agreement and you may be required to produce them in order to obtain service. Refer to the Declarations Page of this Agreement, or your sales receipt or invoice to determine the term of this Agreement and if there is a deductible required to obtain service.

IMPORTANT: PLEASE READ THE MANUFACTURER'S OWNERS MANUAL FOR YOUR ADJUSTABLE BED POWER BASE CAREFULLY. YOU MUST MAINTAIN THE COVERED PRODUCT AS INSTRUCTED IN THE OWNERS MANUAL. THE OWNER'S MANUAL PROVIDES PRODUCT RATINGS AND RESTRICTIONS SPECIFIC TO WEIGHT LIMITS AND LIFT MOTOR AND MASSAGE MOTOR USAGE. EXCEEDING THESE RESTRICTIONS OR FAILING TO MAINTAIN THE POWER BASE IN ACCORDANCE WITH THE OWNERS MANUAL MAY VOID YOUR MANUFACTURER'S WARRANTY AND THIS AGREEMENT.

NOTICE: (1) 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 may be guilty of a felony of the third degree.

HOW TO GET SERVICE: ALL REPAIRS MUST BE AUTHORIZED BY THE ADMINISTRATOR PRIOR TO PERFORMANCE OF WORK. CLAIMS ON UNAUTHORIZED REPAIRS MAY BE DENIED.

1. Call US toll-free (800) 867-2216 between the hours of 8:00 AM and 5:00 PM eastern standard time Monday through Friday, or You may file Your claim online at www.4repairs.net.
2. Service will be performed in Your home. The authorized servicer may opt to remove the Covered Product or a component to perform service in-shop. Your product will be returned upon completion
3. Additional time and mileage charges for in-home repairs outside of a twenty-five (25) mile radius or the normal service radius of the authorized service center are not covered by this Agreement, and are Your responsibility.
4. You may be asked for a valid credit card number prior to service being performed.
5. There may be a deductible to obtain service if indicated in the Declarations Page, Your receipt or sales invoice.
6. You refuse service on Your Covered Product after We have dispatched the repair servicer to your location You will be billed for that servicer's applicable trip charge.

DEFINITIONS:

- 1 "We", "Us" and "Our" mean the company obligated under this Agreement, **4warranty Corporation**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216, in all states except in Florida and Oklahoma where it is Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698, and in Wisconsin where it is The Service Doc Inc., 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216;
- 2 "You" and "Your" mean the purchaser of the Covered Product(s), including the Lessee, if the product was acquired under a lease-to-own arrangement (collectively, "LTO Arrangement"), and any authorized transferee/assignee of the purchaser;
- 3 "Administrator" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, (800) 867-2216;
- 4 "Selling Retailer" means the entity selling the Covered Product and this Agreement;
- 5 "Covered Product" means the Adjustable Bed Power Base You purchased concurrently with and is covered by this Agreement; and
- 6 "Power Base" or "Power Foundation" for the purpose of this Agreement, means the lifting and lowering mechanisms, lift or drive motor, massage motor (if applicable) and electrical components (including remote control) of an adjustable bed.

TERM & COVERAGE: The term of this Agreement begins on the date of delivery of Your Covered Product, includes the manufacturer warranty period and continues for the period indicated on the face of this Agreement or as indicated in the Declarations Page, Your sales receipt or invoice. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty, except damage from electrical surge commences upon product delivery. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

WHAT IS COVERED: THIS AGREEMENT COVERS ONLY THE ADJUSTABLE BED POWER BASE. During the term of this Agreement We will only pay:

1. The cost of labor to repair or replace the powerbase lifting and lowering mechanism, and
2. The cost of labor and parts to repair or replace only the electrical components of the powerbase including the lift (drive) motor, massage motor (if applicable), AC/DC transformer (if applicable), remote control and receiver, junction box and power-down box when required due to a mechanical or electrical breakdown including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered.

WE DO NOT COVER MATTRESSES, BOX SPRINGS, BED BASE AND RAILS, HEADBOARD, FOOTBOARD OR ANY OTHER COMPONENT ON YOUR ADJUSTABLE BED NOT SPECIFICALLY LISTED ABOVE UNDER "WHAT IS 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 Product 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 Power Base will be replaced as solely determined by us with a product of similar features and function. LTO Arrangements: Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Agreement and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee 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 the Lessee under the LTO Arrangement and not the Lessor.

LIMIT OF LIABILITY: Our limit of liability under this Agreement is the cost of authorized repairs or replacement not to exceed the original purchase price of the Covered Product, excluding sales tax, diagnostic fees, and delivery and installation costs. In the event the total cost of repairs or replacement equals Our limit of liability. We will no longer have any obligation under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

WHAT IS NOT COVERED: We do not cover the following:

- (A) Products not originally covered by a manufacturer's 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;
- (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 and demonstrations models;
- (E) Parts or repairs due to normal wear and tear unless tied to a breakdown; items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, fuses, light bulbs, heating elements, etc.;
- (F) Damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the covered product, unauthorized modifications or alterations to a covered product;
- (G) Failure to follow the manufacturer's instructions in the owner's manual and exceeding usage restrictions;
- (H) External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; 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 Agreement: 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 (other than and LTO Arrangement) including hospitals, nursing homes and eldercare facilities;
- (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (L) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents;
- (M) Unauthorized repairs and/or parts;
- (N) Cost of installation, setup, diagnostic charges, removal or reinstallation of the covered product, except as provided herein;
- (O) Accessories used in conjunction with a covered product (except remotes) including but not limited to electrical cords and power strips;
- (P) Service where no problem can be found; noises; squeaks; rust or corrosion of any kind;
- (Q) Breakdowns which are not reported to US during the term of this Agreement;
- (R) Mattresses, box springs, bed frame and frame components, bed rails, headboard and footboard or any other component not specifically listed as covered in "WHAT IS COVERED";
- (S) Damage or breakdown caused by improper assembly or obstructions; service calls for educational purposes; programming remotes; failure of remote or powerbase to operate properly due to interference with radio or other signals; and
- (T) Any other loss other than a covered breakdown.

THIS AGREEMENT WILL NOT COVER BODILY INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL 4WARRANTY CORPORATION, OUR INSURER(S) OR ANY OF OUR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.

CONDITIONS:

Renewal: This Agreement is not renewable.

Transferability: This Agreement is not transferable.

Territories: The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories.

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.

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.

Cancellation: You may cancel this Agreement for any reason at any time. If You cancel Your Agreement 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.

INSURANCE: THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500. JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH": 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500. JACKSONVILLE, FL 32256 (800) 888-2738. EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA" 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500. JACKSONVILLE, FL 32256 (800) 8882738, AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY" 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.



A division of The Valspar Corporation or of its affiliate, Engineered Polymer Solutions, Inc.

10-Year Adjustable Bed Base Protection Plan
Maximum Retail Purchase Price: \$10,000

- Keep this Protection Plan and Your sales receipt for Your adjustable bed base and this Protection Plan in a safe place as You will need these to file a claim under this Protection Plan.
- You must report damage to Us within five (5) business days after the date that the damage occurred. Notify Us by initiating a claim at guardsman.com or call toll-free (800) 253-3957. See section 2. for details.
- Si usted necesita un Plan de Protección en Español, llámenos al (800) 253-3957.

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1. Plan Introduction

- 1.1. Welcome to Your Guardsman® Adjustable Bed Base ("Bed") Protection Plan, which helps You enjoy Your Bed without fear. This Plan is a service contract between You and Guardsman located at 4999 36th Street SE, Grand Rapids, MI 49512, a division of The Valspar Corporation, or its affiliate Engineered Polymer Solutions, Inc. in **CT, NM, OK, UT, and WA**, depending on Your state of residence when You Purchased this Plan. The Plan supplements Your manufacturer's warranty against certain mechanical and structural damage to Your Bed, as described below. This Plan covers Your Bed up to a maximum retail Purchase price of \$10,000.
- 1.2. **Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't cover**, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace Your maintenance plan, insurance policy, warranty, or benefits provided in a lease-to-own agreement ("LTO") You may have for the Bed covered by this Plan.
- 1.3. Be sure to read Your manufacturer's warranty to understand what it covers and does not cover, for that might affect Your coverage under this Plan. This Plan supplements Your manufacturer's warranty by providing additional protection against certain structural and mechanical failure.
- 1.4. You may not transfer this Plan to any other individual or entity. The benefits available to You under this Plan are not available to the lessor under a LTO.
- 1.5. You'll need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Bed and this Plan must appear on a single sales receipt.

2. How to File a Claim

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

- 2.1. **Read this entire Plan carefully to see if a damage to Your Bed is covered under this Plan.** We determine the coverage eligibility of damage to Your Bed on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within five (5) business days of the date that a damage to Your Bed occurred, You must report that damage to Us.** To report the damage to Us and obtain a claim form, You may either: (a) go to guardsman.com and follow the directions for submitting a claim; or (b) Call toll-free (800) 253-3957 during normal business hours (Monday through Thursday, 8:30 a.m. to 5:00 p.m. Your local time, Friday 8:30 a.m. to 6:00 p.m., Eastern Time) and We will mail or email a claim form to You. If You fail to receive a claim form by mail or email from Us within 10 days of Your request for a claim form, You must notify Us of that failure.
- 2.3. **Within thirty (30) days of when you report the damage to Us, you must properly complete, sign, and mail the claim form (from paragraph 2.2.) so Guardsman receives it within those thirty (30) days, along with a copy of the sales receipt showing Purchase of both the Plan and the covered Bed, a copy of this Plan, and photos or other documentation that We may request to show the damage for which You are making a claim.**

3. Definitions

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

- 3.1. **Cash Settlement:** A Cash Settlement can provide the Purchaser a Settlement amount up to the original Purchase price of the Bed where permitted by applicable law. We are not obligated to offer this option, and You are not obligated to accept it.
- 3.2. **Customer's Own Material ("COM"):** Material or items provided by You for customization of the covered Bed, such as (a) fabric that You Purchased independently and provided for Bed upholstery or (b) a specialized frame.
- 3.3. **Lessee:** The person signing and original Lessee under a LTO with Purchase rights.
- 3.4. **Lessor:** The company leasing Bed to Lessee under a LTO.
- 3.5. **LTO:** Acquiring Your Bed through a lease-to-own agreement.
- 3.6. **Plan:** This Protection Plan or service contract between You and Us.
- 3.7. **Purchase:** Acquire and take ownership of the Bed covered by this Plan through a sales transaction; or through a LTO.
- 3.8. **Replacement:** A Replacement replaces the affected area, component, or Bed. **We reserve the right to use appropriate parts provided by a company other than the original manufacturer, at our sole discretion, whether or not the original manufacturer has parts available.**
- 3.9. **Reselection:** Reselection provides a financial credit for You at the store location where You Purchased Your Bed. The amount of the credit will be the original Purchase price of the affected Bed. If the original Bed is no longer available at the store location where You Purchased Your Bed, You may select a new Bed. Your Reselection store credit will expire sixty (60) days after We notify You of Your credit. Our obligations under this Plan for a claim for which We provide a Reselection end when We notify You of Your credit. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected Bed under this Plan.
- 3.10. **Refund:** A Refund pays You the amount of Your original Purchase price for this Plan, under certain circumstances as indicated in Section 5. Service Procedures of this Plan.
- 3.11. **Term:** The period beginning on the delivery date of Your Bed covered under this Plan and ending ten (10) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.12. **We, Us:** Guardsman, a division of The Valspar Corporation, or its affiliate Engineered Polymer Solutions, Inc., depending on Your state of residence.
- 3.13. **You or the Purchaser:** The person who made the original Purchase (as defined in section 3.7.) of the this Plan and the Bed covered by this Plan. Any reference to You or Purchaser shall mean the Lessee and not the Lessor under a LTO.

4. Eligibility

- 4.1. This Plan only covers a new Bed that You Purchased and must be:
 - 4.1.1. Free of damage when delivered or installed in Your U.S. or Canadian residence. Preexisting damage are not covered.

- 4.1.2. For Your personal indoor use only in Your U.S. or Canadian residence. This Plan does not cover a Bed that You rent or lease to others, that is left in the care or custody of others, used commercially, or used for other non-residential purposes.
- 4.2. **If Your Bed is under a LTO:** Accidental damage reported to Us while Your Bed is under a LTO are only eligible for the services described in paragraphs 5.1.1. and 5.1.2. of the Service Procedures section of this Plan. Any Replacement, Reselection, Refund, or Cash Settlement described in paragraphs 5.1.2., 5.1.3. and 5.1.4. will be paid to the owner of the Bed at the time the Replacement, Reselection, Refund, or Cash Settlement is made. This will be the Lessor if You have not yet acquired ownership of the Bed through LTO. The Lessor is responsible for applying any Refund or Cash Settlement toward Your remaining LTO.
5. **Service Procedures**
- 5.1. If Your Bed is damaged during the Term, and the type of damage is covered under this Plan, We will provide service using one or more of the following procedures. Our service begins with Step 1 below:
- 5.1.1. **Step 1. Technician for Assessment and Service:** If You submit a claim form and a technician may be able to provide service to repair the covered damage, We will send an authorized technician to assess the damage and perform repairs if the technician determines that the damage can be repaired. All repairs will be performed in a professional and workmanlike manner. If the technician's service does not repair the damage to Your Bed, You must notify Guardsman within 30 days of when the technician serviced Your claim.
- 5.1.2. **Step 2. Replacement or Reselection:** If the technician cannot remedy the damage, We will arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought the Plan, or a Refund as described in section 5.1.3.
- 5.1.3. **Refund:** If We are unsuccessful in repairing the damage to Your Bed, and We are unable to provide a Replacement or Reselection because, for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Beds, or You have moved from the original store location's operating area since Your Purchase, We will provide You a Refund of the Purchase price of the Plan rather than a Replacement or Reselection.
- 5.1.4. **Cash Settlement:** At our discretion, We may offer You a Cash Settlement, which You can choose to accept instead of a Replacement or Reselection. We are not obligated to offer a Cash Settlement, and You are not obligated to accept it.
- 5.2. If We provide a Replacement or Reselection of Your Bed, You agree the damaged Bed becomes the sole property of Guardsman. You will surrender possession of the damaged Bed at the time of delivery of the Replacement or Reselection Bed, unless We have agreed to other arrangements with You.
- 5.3. Replacement, Reselection, Refund or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the damaged area, component, or Bed. A Replacement area, component, and Reselection Bed are ineligible for coverage and future claims under this Plan. However, other original areas and components continue to be covered, subject to the terms of this Plan.
- 5.4. A Replaced or Reselected Bed is not eligible for a new Guardsman Protection Plan.
6. **What is Covered**
- 6.1. Under this Plan, We will furnish or pay for parts and labor (as described in section 6.3.) to repair or replace Your Bed or its component parts that suffer mechanical or structural failure, including:
- 6.1.1. Frames.
- 6.1.2. Welds.
- 6.1.3. Mechanisms (including inclining, reclining, heating, and vibrating).
- 6.1.4. Electrical components (including motors, wiring, and remote operation devices).
- 6.2. We will provide service under this Plan only for damage:
- 6.2.1. Arising from normal usage of Your Bed during the term of the Plan;
- 6.2.2. To a component part of Your Bed that was originally installed by the manufacturer;
- 6.2.3. If the damaged components were covered under the original manufacturer's warranty or an extended warranty covering Your Bed; and
- 6.2.4. That is not listed in the "What is Not Covered" section.
- 6.3. We will provide coverage only for that portion of the original manufacturer's warranty that has expired. For example, if the warranty for labor has expired but the warranty for parts remains in effect, then We will be responsible only for the labor required to repair or replace component parts of Your Bed or to replace Your Bed as provided by this Plan.
7. **What is Not Covered**
- Some causes and some types of damage are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage or service for any of the following:
- 7.1. **Failure to Perform Your Responsibilities.** Any damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. **Wear-and-tear.** This Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to the buildup of mechanical or structural failures, including damage that occurs from repeated use, rather than from a particular occurrence. Normal wear and use related to failures or damage occurs, including without limitation to, rust or corrosion, scratches or dents.
- 7.3. **Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to damage or failure resulting from defects in design, materials, or workmanship, except for mechanical or structure failure specifically listed in the "What is Covered" section.
- 7.4. **Ineligible Bed and Components.** This Plan does not cover the following items:
- 7.4.1. Any Bed located outside of the United States and Canada.
- 7.4.2. Any Bed sold without a manufacturer's warranty or sold "as-is."
- 7.4.3. Preexisting conditions that occur prior to the effective date of this Plan.
- 7.4.4. Damage or mechanism failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise.
- 7.4.5. Customer's Own Material (COM) items.
- 7.4.6. Mattresses.
- 7.5. **Other Items Not Covered.**
- 7.5.1. Cleaning, preventative maintenance, or customer education.
- 7.5.2. Cosmetic damage to Bed, outer casing or other non-operating parts or components.
- 7.5.3. Damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, LTO, or other protection plan.
- 7.5.4. Damage caused during Bed delivery, assembly, installation, or transportation.
- 7.5.5. Non-failure problems, including but not limited to, items not covered, noises, squeaks, etc. Non-recurring issues are not product failures.
- 7.5.6. Damage to any Bed for which installation prevents normal service.
- 7.5.7. There is no consequential damage or delay in rendering service under the Protection Plan, or loss of use during the period that the product is awaiting parts.
- 7.5.8. Damage caused by:
- 7.5.8.1. Structural problems, including but not limited to skylights, roofs, or water pipes.
- 7.5.8.2. Appliance malfunctions, including but not limited to air conditioners and water heaters.
- 7.5.8.3. Fire, smoke, flood, other natural disaster, or act of God.
- 7.5.8.4. Theft, vandalism, or as a result of any other illegal activity.
- 7.5.8.5. Independent contractors not retained by Guardsman to repair Your Bed, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.

8. Non-Household Environments

This Plan covers Your indoor Bed while You are using it in Your residence. This Plan does not cover damage that occurs in non-household environments, including but not limited to:

- 8.1. Before the Bed is delivered to Your residence; while the Bed is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.
- 8.2. A Bed that is or has been used for business, commercial, institutional, or rental purposes other than LTO, including but not limited to, a Bed used for a daycare center or a Bed used in premises rented to others, regardless of the length of the rental period.

9. Improper Maintenance, Care, or Misuse

It is Your responsibility to take proper care of Your Bed and to maintain it by methods recommended by the manufacturer of the covered Bed. This Plan does not cover:

- 9.1. Damage caused by or resulting from:
 - 9.1.1. Failure to care for and maintain Your Bed according to the manufacturer's warranty.
 - 9.1.2. Use of Your Bed for a purpose other than that for which it was designed.
 - 9.1.3. Damage caused by animals (beaks, teeth, and claws).
- 9.2. A Bed that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.
- 9.3. Damage caused by, or resulting in, mold or mildew.
- 9.4. Damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to, cuts, rips, tears, ink, paint, crayon, marker, or pencil damage.

This Plan is governed exclusively by the laws of Michigan without application of its conflicts of laws rules.

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

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

GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER SERVICES PROVIDED UNDER THIS PLAN OR ITEM COVERED BY THE PLAN. GUARDSMAN DOES NOT HAVE THE RIGHT TO CANCEL THIS PLAN.

STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:

Not Insurance; Parties. THIS PLAN IS NOT INSURANCE. Coverage afforded under this Plan is not guaranteed by any state Property & Casualty Insurance Guaranty Association. There is no deductible under the Plan. Rights under the Plan, including the right to return, cancel or void the Plan, may not be sold or transferred and apply only to the original Purchaser. Your Sales Receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by and the Purchase price of this Plan, are incorporated into this Plan by reference. We do not use an independent administrator for administering the Plan, although the retailer from whom You Purchased it may provide You with certain Services as described in this service contract.

CA and OR RESIDENTS: Valspar Industries LLC is the administrator and Valspar Corporation is the Obligor with respect to CA, located at 4999 36th Street SE, Grand Rapids, MI 49512. Valspar Corporation is the Obligor and the provider with respect to OR.

CT, FL, NM, OK, UT& WA RESIDENTS: The Obligor and Plan provider is Engineered Polymer Solutions, Inc., a wholly owned subsidiary of The Valspar Corporation.

Service Requests & Emergency Repairs. Service requests are fulfilled only when a Guardsman approved service technician makes the repair. This Plan does not provide for 24 hour emergency repairs except in **AR, MO, OR, SC, UT and WA**. In those states, if the covered item under the Plan requires a bona fide and necessary need for emergency repair to the covered item under the Plan to avoid imminent safety hazard, and repair cannot be performed by Guardsman during its normal business hours, Monday-Thursday, 8 a.m.-5 p.m., and Friday, 8 a.m.-4 p.m., Your local time, You may obtain Services for such emergency repair from Guardsman or any qualified service provider, and Guardsman will reimburse You up to the amount of Guardsman's negotiated service rate with its approved service technician for the reasonable and customary costs You incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Plan.

Right to Return and Return Period. If You Purchased the Plan in **AL, AR, CO, MA, ME, MN, MO, NJ, NM, NY, NV, SC, WA or WY**, You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price within 20 days after Our mailing date of the Plan to You if You received the Plan by mail or 10 days after delivery of the Plan to You at time of sale by the retailer from whom You Purchased the Plan if, except as provided below, You have not made a claim during the Return Period under the Plan. You may return the Plan to the retailer from whom You Purchased it for a full Refund of its Purchase price. You do not have the right to return the Plan after the expiration of the applicable return period, or have the right to return or cancel the Plan if You return the product covered or it is sold, lost, stolen, or destroyed, except as provided below.

In **CA**: within 60 days after Your receipt of the Plan, but, if You have made a claim under the Plan during the 60 day Return Period, the Refund will be reduced by the claim amount.
In **HI**: within 30 days after Our mailing date of the Plan to You if You receive the Plan by mail or 20 days after delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan.

In **IL**: within 30 days after Your Purchase of the Plan, reduced by a return fee amount We will charge You which will be the lesser of 10% of the Purchaser price of the Plan or \$50.00.
In **MD**: within 20 days after Our mailing date of the Plan to You if You receive the Plan by mail or delivery of the Plan to You at time of sale by the retailer or seller from whom You Purchased the Plan.

In **TX**: within 30 days after Your Purchase of the Plan, but, if You have made a claim under the Plan during the 30 day Return Period, the Refund will be reduced by the claim amount.
In **VT**: within 20 days after Your receipt of the Plan.

In **WI**: within 15 calendar days after delivery of the Plan to You.

Return Refund Penalty. If You Purchased the Plan in **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, VT or WY** and You are entitled to a return Refund, if We do not send Your Refund payment within 45 days after You return the Plan, We will also pay You a penalty of 10% of the Purchase price of the Plan for each month after that 45 day period

until We send Your Refund payment. If You Purchased the Plan in **CA, NM, NV, NY or WA** and You are entitled to a return Refund, if We do not send Your Refund payment within 30 days in **CA, NY and WA**; 45 days in **NV**; and 60 days in **NM** after You return the Plan, We will also pay You:

In **CA**: interest of 10% per annum on the Refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your Refund payment. In **NM**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 60 day period until We send Your Refund payment. In **NV**: a penalty of 10% of the Purchase price of the Plan for each 30 day period after that 45 day period until We send Your Refund payment. In **NY and WA**: a penalty of 10% of the Purchase price of the Plan for each month after that 30 day period until We send Your Refund payment.

Right to Cancel After Return Period. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **AL, AZ, CA, IL, OK or TX**. You must provide written notice of cancellation to Guardsman, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term less:

In **AL**: an administrative fee of \$25.00. In **AZ**: Guardsman's administrative expenses associated with the cancellation. In **CA**: less any claims paid or cost of repairs previously made under the Plan and a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$25.00. If We do not send Your Refund payment within 30 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your Refund payment. In **IL**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee equal to the lesser of 10% of the Plan's Purchase price or \$50.00. In **OK**: any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding \$50.00. In **TX**: any claims previously paid under the Plan and less a cancellation fee not exceeding \$50.00. If We do not send Your Refund payment within 45 days after You cancel the Plan, We will also pay You interest of 10% per annum on the Refund amount due for each month after that 45 day period until We send Your Refund payment. You may cancel the Plan after the applicable Return Period in Your state (whether or not You have made a claim under the Plan during the Return Period) if You reside in **GA, ME, or NV** as follows: In **GA**: You must demand cancellation of the Plan and surrender it to Guardsman, and Guardsman will Refund You the excess of the Plan's Purchase price above the customary short rate for the expired number of days of the Plan. You are entitled to make a direct claim against the insurer that insures Guardsman's obligations under the Plan upon Guardsman's failure to pay any claim or Refund amount owed to You within 60 days after proof of loss or notice of cancellation has been filed with Guardsman. In **ME**: You must provide written notice of cancellation to Guardsman 15 days prior to the date of cancellation of the Plan, containing the date of cancellation and reason for cancellation, and Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the number of days remaining under its Term less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding 10% of the Plan's Purchase price. In **NV**: Guardsman will Refund You a pro rata portion of the Plan's Purchase price based on the time remaining under its Term and a cancellation fee equal to the lesser of 10% of the Protection Plan's Purchase price or \$25.00. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund paid pursuant to this Plan. You do not have the right to recover any consequential damages related to this Protection Plan against Guardsman or any of its affiliates.

Full Faith & Credit; Reimbursement Insurance. GUARDSMAN'S OBLIGATIONS UNDER THIS PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. CA, CT, GA, ME, NJ, UT, WA, WI & WY RESIDENTS: Obligations of the Provider under the Plan are insured and guaranteed by a reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent, is otherwise unable to, or fails to pay a covered claim within 60 days of filing proof of loss, You may make a claim under the reimbursement policy directly to Old Republic by calling 866-427-3767, except in **WA**, where You have a right to make a direct claim to Old Republic for a covered claim.

Unresolved Disputes. CT, NH, TX, SC & UT RESIDENTS: If You have an unresolved complaint or dispute under the Plan, or questions concerning Guardsman or its regulation as a service contract provider, You may contact or file a complaint with Your state insurance regulatory authority. **CT:** Consumer Affairs Division of the Connecticut Insurance Dept. State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. **NH:** New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2261. **TX:** Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **SC:** South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227. **UT:** Utah Insurance Dept. at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901. **FL RESIDENTS:** The Plan does not provide coverage for accidental damage from handling or operational or structural failure. **NM RESIDENTS** Final contract price to be determined prior to presentation to consumer for signature. **WI RESIDENTS:** Wisconsin residents are not required to report damage within 5 business days as stated under the "How to File a Claim" Section, on page 1; however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss. **WA and WI RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Governing Law.** For **NV** residents, this Plan, including the Arbitration section, shall be governed by the laws of Nevada.

**Administrator:
GBS Warranty Services
1000 E Hillsboro Blvd. Ste 102
Deerfield Beach, FL 33441
888-585-9488**

SERVICE AGREEMENT

- 1. Plan Provider (Obligor)** The company obligated under this Plan is Starr Protection Solutions LLC (SPS), except in Florida, Oklahoma and Washington. In Oklahoma and Washington the obligor is Starr Technical Risks Agency, Inc. (Starr Tech). SPS and Starr Tech are located at 399 Park Avenue, 8th Floor New York, NY 10022, 855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 8th Floor New York, NY 10022.
- 2. Definitions:** "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Starr Indemnity & Liability Company "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. "Service Agreement ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean GBS Warranty Services, LLC 1000 E. Hillsboro Boulevard, Ste 102. Deerfield Beach, FL 33441 our authorized third party provider used to process claims payments and/or cancellation refunds. There is no deductible under this Service Agreement.
- 3. WHAT IS COVERED:**

In consideration of payment of the Service Agreement price This Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

 - a) **Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. **Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.**
 - b) **Replacement Protection:** If Your product is eligible for replacement protection this Agreement provides for a one time replacement of your product(s) throughout the term of this agreement. Replacement products may be new or refurbished products that perform to factory specifications of the original product. If a like or kind product is unavailable, you may receive the original value of the product, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. You may be required to ship the product to a designated facility for inspection. If you moved outside of service area you will not be required to ship product back.
 - c) **Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
 - d) **No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion.
 - e) **Adjustable Beds Devices:** Coverage against defects or damage under normal residential use in conjunction with the manufacturer's warranty for either 5 or 10 years from the date of purchase as indicated on your receipt. The covered items are Adjustable Bed Base Motor, Mechanisms, Electrical Components, and Controllers.
- 4. Terms:**
 - a) **Repair Plans:** This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.
 - b) **Replacement Plans:** This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified for the plan You purchased. All products replaced under this plan are the property of US in their entirety.
- 5. Limit of Liability:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.
- 6. To Obtain Service:** If the covered product requires service call Administrator at 888-585-9488 or online at www.gbsent.com toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. **NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT.** We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.
- 7. Your Responsibilities:** You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.
- 8. Purchaser Records:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**

9. WHAT IS NOT COVERED:

- a) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
- b) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY,
- c) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY;
- d) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; ON ADJUSTABLE BEDS DAMAGE FROM EXCEEDING WEIGHT LIMIT RESTRICTIONS AS SET FORTH IN THE USERS MANUAL (350 POUNDS FOR A SINGLE UNIT; 130 POUNDS ON EITHER END (HEAD OR FOOT) WHEN RAISED.
- e) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS;
- f) COSMETIC DAMAGE TO CASE OR CABINETY OR OTHER NON-OPERATING PARTS OR COMPONENTS;
- g) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- h) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION;
- i) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- j) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS;
- k) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED;
- l) FAILURES TO PRODUCTS CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE;
- m) DEFECTS OF MANUFACTURER MATERIAL AND WORKMANSHIP, ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT;
- n) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- o) MATTRESSES, FRAMES AND CABLING AS WELL AS CONSUMABLES SUCH AS BATTERIES.
- p) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.
- q) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN;
- r) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- s) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE;
- t) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION;
- u) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT;
- v) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- w) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- x) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETY AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION;
- y) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES

10. Renewal: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

11. Transferability: This Service Agreement is not transferable

12. Cancellation: You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free at 888-585-9488. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending, unless plan was included as part of your adjustable bed purchase.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or pending unless the plan was included as part of your adjustable bed purchase., subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less.

Administrator or We may only cancel this Plan for the following reasons: nonpayment of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

13. Insured Agreement: This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 855-438-2390 or 399 Park Ave 8th Floor, New York, NY 10022.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if your Service Agreement was purchased in one of the following states and supersede any other provision within your Service Agreement terms and conditions to the contrary.

ALABAMA only: You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to you or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. If you cancel this Service Agreement after the first 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. Obligations of the Administrator are backed by the full faith and credit of the Administrator, as well as by contractual liability insurance. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave 8th Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by you relating to the covered property or its use.

ARIZONA ONLY:

Definitions: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

Starr Warranty Services is the provider and the obligor for this Service Agreement in Arizona.

Cancellation: If your written notice of cancellation is received prior to the expiration date, we will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the contract. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty.

CALIFORNIA only: With respect to California contract holders, the administrator and Obligor under this Service Agreement is Starr Protection Solutions, LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the product covered under this contract being sold, lost, stolen or destroyed. If you decide to cancel your Service Agreement, and cancellation notice is received by the Administrator within 30 days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price, less any claims; or if your Service Agreement and cancellation notice is cancelled by written notice after 30 days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: The term of your Service Agreement is automatically extended by the length of time in which the covered product is in the Administrator's custody for repair under the Service Agreement. If your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the product is in transit for inspection, and until the product is replaced (or equivalent). In the event of a dispute with the 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. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

FLORIDA only: The obligor and administrator under this Service Agreement is Starr Indemnity & Liability Insurance Company. If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator, whereupon the Administrator will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by you, or non-renewal. All service contracts with the following Exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU, THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

All Contracts with the following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. If a claim for service has not been completed within sixty (60) days after proof

of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to you, or within twenty (20) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations of the Provider under this Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave, 8th Floor, New York, NY 10022. If you have a question or complaint, you may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

ILLINOIS only: The Administrator, (and not the dealer or manufacturer), is the obligor of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If you cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to you, you shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If you cancel this Service Agreement at any other time or if you cancel after service has been provided to you, you shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the obligor's obligations under this Service Agreement, at the following address: 399 Park Ave, New York, NY 10022

INDIANA only: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8th Floor, New York, NY 10022.

KENTUCKY only: If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim may be submitted to Starr Indemnity & Liability Company, which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8th Floor, New York, NY 10022.

NEVADA only: This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions, or for any form of consequential damages.

The cancellation provision in your Service Agreement is hereby deleted and replaced with the following:

This Service Agreement is void, and we will refund to you the purchase price of the contract, if no service or replacement claim has been made and you return the contract within 20 days after the date we mailed to you or otherwise sent to you these terms and conditions, or within 10 days if we furnished you with a copy of these terms and conditions when this contract was purchased. We will refund to you the purchase price of this contract within 45 days after it has been returned to us. If the provider does not refund the purchase price within 45 days, the provider will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement.

We may not cancel this contract once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the service contract purchase price; the contract holder being convicted of a crime which results in an increase in the service required under this contract; discovery of fraud or material misrepresentation perpetrated by you in purchasing this contract or obtaining service; the discovery of an act or omission, or a violation of any condition of this contract by you which substantially and materially increases the service requested under the Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If we cancel this Service Agreement for any of the above reasons You will receive a refund equal to the pro rata purchase price. With respect to each product covered under this contract, the Administrator and/or Obligor liability is limited to the original retail purchase price you paid for such product. We may not cancel this service contract until at least fifteen (15) days written notice has been mailed to you. Obligations under this Service Agreement are insured under a contractual liability insurance policy issued by Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

NEW HAMPSHIRE only: In the event you do not receive satisfaction under this Service Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The Administrator's obligations under this Service Agreement are insured by a policy of insurance issued by Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, you may apply directly to the insurer.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to you. If you made no claim, the contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of you in a crime that results in an increase in the service required under the service contract; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by you which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is 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.

NEW YORK only: Upon failure of the Provider to perform under this agreement, including failure to return any unearned fee in the event of cancellation, the insurer Starr Indemnity & Liability Company will pay all sums the provider is legally obligated to pay under this agreement or perform any service the Provider is legally obligated to perform under this agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel this Service Agreement, we will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is 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. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by you, or in violation of any of the terms and conditions of this Service Agreement. If you cancel your Service Agreement, you will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. Obligations under this Service Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

OKLAHOMA only: The obligor under this Service Agreement is the service contract Administrator. In the event you cancel this Service Agreement, you shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. In the event the Administrator cancels this Service Agreement, you shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price, less the cost of any service received. This Service Agreement is administered by Starr Protection Solutions (SPS).

SOUTH CAROLINA only: In order to prevent damage to the covered product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the product in accordance with manufacturer's specifications and/or owner's manual, or 2) failure to use reasonable means to protect your product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is 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. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8th Floor, New York, NY 10022. In the event you have a question or complaint, you may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel the Service Agreement, we will mail a written notice to you at your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by the Administrator within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, 399 Park Ave, 8th Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

UTAH only: We may cancel this Service Agreement by providing you with (30) days' written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing you with ten (10) days written notice if the reason for cancellation is non-payment by you. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached the customer can proceed with repairs. The Administrator will reimburse the customer or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. The provider's obligations under this Service Agreement are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty

(60) days after proof of loss has been filed with the provider, the claim can be submitted to Starr Indemnity & Liability Company, who insures the provider's obligations under this Service Agreement, 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

WASHINGTON only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave 8th Floor, New York, NY 10022.

WISCONSIN only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administration, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. The Administrator shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). Lack of pre-authorization shall be the sole grounds for a claim denial however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

ENTIRE CONTRACT: This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.