

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

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

**DEFINITIONS:**

- (1) "We", "Us" and "Our" mean the company obligated under this Agreement, Safeware Inc, 5700 Perimeter Drive, Suite E, Dublin, OH 43017, (800-800-1492) in all states except in Florida and Oklahoma where it is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256 (800)888- 2738, and in New Mexico and Washington where it is Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 800-282-8913;
- (2) "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser;
- (3) "Administrator" means Safeware Inc, 5700 Perimeter Drive, Suite E, Dublin, OH 43017, (800-800-1492);
- (4) "Selling Retailer" means the entity selling the Covered Product and this Plan;
- (5) "Covered Product" means the consumer furniture item(s) or adjustable bed which You purchased concurrently with and covered by this Plan.

**1) PRODUCT ELIGIBILITY:**

If Your Covered Product is furniture, this Plan applies to fabric, leather and vinyl upholstery, and wood and other hard surface furniture purchased as new, which at the time of purchase included a manufacturer's original written warranty valid in the United States. In order to be eligible for the manufacturer defect coverage portion of the Plan, either the manufacturer's original written warranty or a combination of the manufacturer's original 90 day or more warranty and the selling dealer's warranty must provide at least 12 months parts and labor coverage.

If Your Covered Product is an adjustable bed, this Plan applies to Manufacturer's Defects as described below.

**2) TERM:**

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

**3) COVERAGE:**

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

If under the conditions listed below, the Covered Product becomes accidentally stained or damaged during normal residential use, the Administrator may, at its discretion, either send You a stain removal kit and/or engage a professional technician to service the problem at no cost to You. If the covered stain cannot be resolved, the Administrator, at its discretion, will replace the affected portion or the complete item(s). Replacement items will be the same as or similar to the original item purchased, provided the price of the replacement meets the full liability under the Plan. If an entire item of furniture is replaced, the replacement furniture is not eligible for coverage under this Plan. However, replacement of a part or piece of furniture does not end Plan coverage. Any furniture originally covered by the Plan and not replaced will remain under coverage for the remaining term of the Plan. Any replaced furniture under this Plan becomes the property of the Administrator. This Plan does not cover pickup, maintenance inspections, crating or delivery freight charges.

Replacement parts or furniture will be ordered from the retailer from which You originally purchased Your furniture. If the retailer is not able to replace the item originally purchased or provide a satisfactory substitute

item, You will be given a refund of the purchase price of this Plan, less any claims payments made to You under this Plan, in lieu of replacement of Your furniture and Your Plan will terminate.

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

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

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

- food and beverages.
- nail polish and nail polish remover stains or damage.
- human and pet body fluid stains.
- ink and marking pen stains.
- candle wax.
- jean dye transfer.
- paint.
- bleach.

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

- all pet damage.
- punctures, rips, tears and burns.
- cracking and peeling of leather.
- Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating and vibrating mechanisms.
- Up to \$50 per seat cushion total coverage for the term of the Plan on any of the following:
  - seam stitching that comes loose on seat cushions;
  - Damage to seat cushion zippers;
  - loss of seat cushion foam resiliency in excess of 20%.

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

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

- food and beverages.
- human and pet bodily fluids.
- nail polish and nail polish remover stains or damage.
- ink and marking pen stains.
- candle wax.
- paint.
- bleach.

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

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

**If Your Covered Product is Furniture or an Adjustable Bed, the following conditions apply to You  
Manufacturer Defects:**

- separation of frame components.
- structural defects to frames, warping and frame breakage/cracking.
- lifting of veneers and laminate finishes.
- warping.
- loss of silvering to mirrors.

- **failure of integral electrical components, such as massagers and heaters.**
- **failure of motors, lift mechanisms, adjustable beds, adjustable bases, power recliners, power sofas, power sectionals and power lift chairs.**
- **mechanical or electrical failure of components of adjustable beds and beds with air-chamber technology, such as air bladders, pumps, remote controls, electrical components and tubing.**

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

In the event that a repair and/or stain removal of the Covered Product is needed, You are required to either contact Your retailer or call Us at (800) 800-1492 between the hours of 8:00AM and 5:00PM eastern standard time or go online to [www.safeware.com](http://www.safeware.com) to report the need for service. All repairs and/or stain removals must be authorized by the Administrator prior to performance of service. For faster service, please have Your dated proof of purchase (sales receipt that details the retailer, the purchase date, the delivery date, the Plan purchased, the items covered by the Plan and their purchase cost) available when You call. If the product is still covered by a manufacturer's warranty, You may be directed to call the manufacturer prior to being referred to a service center. All repairs/stain removals must be approved before they are performed.

Service will be performed during normal business hours.

Do not return the Covered Product to Your retailer for repair or stain removal unless so instructed by the Administrator.

If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

While We try to complete service as quick as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

**5) LIMIT OF LIABILITY:**

The limit of liability for Your Covered Product under the Plan is the cost of authorized repairs or replacement as determined by the Administrator, with a product of similar features. In no event will the total liability for repairs or replacement exceed Your purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery and installation costs. Upon replacement of an entire item of furniture, there is no longer any obligation for the replaced product under this Plan

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

**5) WHAT IS NOT COVERED:**

- (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, demonstrations models, etc.;
- (E) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs;
- (F) Abuse, misuse, mishandling; unauthorized modifications or alterations to Your Covered Product;
- (G) Failure to follow the manufacturer's instructions;
- (H) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- (I) Incidental, consequential or secondary damages or delay in rendering service under this Plan; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts;
- (J) Any product used in a commercial setting or rental basis;
- (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (L) Unauthorized repairs and/or parts;

- (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein;
- (N) Any other loss other than a covered breakdown;
- (O) Service where no problem can be found; noises; squeaks; Breakdowns which are not reported during the term of this Agreement;
- (P) Any stain or damage occurring prior to or during delivery, while furniture is being moved between residences or into and out of storage;
- (Q) Any stain or damage caused by sun fade, smoke, fire, flood or other natural disaster, insects, exposure to weather; windstorm; sand; dirt; hail; earthquake; acts of God; theft, vandalism or illegal act;
- (R) Any stain or damage caused by any third party, including any independent contractor, such as, but not limited to, plumbers, painters, or other service or maintenance personnel.
- (S) With regard to beds with air-chamber technology, Your Plan excludes service events (“claims”) for conditions arising from normal wear and tear, including but not limited to, mattress cover compression, foam compression, discoloration of parts or normal body indentations. This Plan does not provide coverage for claims related to comfort preference (e.g. “The bed feels too hard/soft.”). The Plan does not provide coverage and will become void if claims are a result of damage caused by tampering with or modifications to any component including the opening of the firmness control system or remote control. Damage caused from laundering or dry-cleaning the Covered Product or any part as well as damage caused by misuse or abuse, including but not limited to, stains, soil, burns, cuts, tears or spills or factors other than a Product defect are also excluded under and will void this Plan. This Plan also does not provide coverage and will become void if damage is caused by acts of nature or relating to forces outside of Our control, including but not limited to, fire, flood or lightening damage. This Plan will not cover claims caused by changes in barometric pressure. This plan does not cover claims for or caused by mold.
- (T) With regard to adjustable beds and beds with air-chamber technology, this Plan does not apply; (a) to any damage caused by You; (b) if there has been any repair or replacement of adjustable bed parts by unauthorized personnel; (c) if the adjustable bed has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any manner inconsistent with the operation and maintenance procedures outlined in the document received from the manufacturer and/or this Plan; (d) to damage to mattresses or mattress fabric.

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

#### **6) CONDITIONS:**

- a) Renewal:** The Plan is not renewable.
- b) Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing a copy of this Plan and Declaration Page to the Administrator, and providing the date of new ownership, new owner’s name, complete address, and telephone number. The manufacturer’s warranty may not be transferrable. This Plan does not replace the manufacturer’s warranty and provides no coverage therein, except as noted above.
- c) Territories:** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- d) Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- e) Arbitration:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding.
- f) Cancellation:** You may cancel this Agreement for any reason at any time. If You cancel Your Plan within thirty (30) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling

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

**7) IMPORTANT CONSUMER INFORMATION:**

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier, "LYNDON SOUTHERN INSURANCE COMPANY", 100 W. BAY STREET, JACKSONVILLE, FL 32202 (800) 888- 2738.

If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed, You are entitled to make a written claim directly against the Insurer (based on Your state of residence) at the address noted above. Please enclose a copy of Your Plan and proof of product purchase.

If the Covered Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 Attn: ESP Administration or call 1-800-800-1492 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Covered Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**8) DISCLAIMER OF CERTAIN LIABILITIES:**

Under no circumstances shall the retailer, the Administrator or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. The Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. The Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning Your product, which may or may not exist under applicable law.

**SPECIAL STATE REQUIREMENTS**

State amendments to specific provisions of the terms of this Plan are as follows:

**Illinois only:** The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

***These terms & conditions are available by calling 1-800-800-1492 to have a copy mailed to You.***