



GUARDSMAN®
Furniture Professionals

YOUR SERVICE AGREEMENT NUMBER:

5-Year Carpet Care Protection Plan

Maximum Carpet Original Retail Purchase Price: \$20,000

- Keep this Protection Plan and Your sales receipt for Your Carpet and this Protection Plan in a safe place as You will need these to file a claim under this Protection Plan.
- You must report stains or damage to Us within thirty (30) days after the date that the stain or 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® Carpet Protection Plan, which helps You enjoy Your carpet (Carpet) without fear. This Plan and Your sales receipt together constitute a service contract between You and Guardsman US LLC ("Guardsman") located at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889 (to file a claim, follow instructions in Section 2.2.), covering certain accidental stains and damage from use or handling of Your Carpet as described below. This Plan covers Your Carpet up to a maximum retail Purchase price of \$20,000.
- 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, or warranty You may have for the Carpet covered by this Plan.
- 1.3. You may not transfer this Plan to any other individual or entity.
- 1.4. 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 Carpet 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 stain or damage to Your Carpet is covered under this Plan.** We determine the coverage eligibility of a stain or damage to Your Carpet 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 stain or damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that a stain or damage to Your Carpet occurred, You must report that stain or damage to Us.** To report the stain or 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 ten (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 stain or 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 Carpet, a copy of this Plan, and photos or other documentation that We may request to show the stain or 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. **Carpet:** Fabric flooring that was professionally installed in Your residential location. (Area Rugs are not included in this definition.)
- 3.2. **Cash Settlement:** A Cash Settlement can provide the Purchaser a Settlement amount up to the original Purchase price of the Carpet where permitted by applicable law. We are not obligated to offer this option, and You are not obligated to accept it.
- 3.3. **Plan:** This Protection Plan or service contract between You and Us.
- 3.4. **Purchase:** Acquire and take ownership of the Carpet covered by this Plan through a sales transaction.
- 3.5. **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.
- 3.6. **Reselection:** Reselection provides a financial credit for You at the store location where You Purchased Your Carpet. The amount of the credit will be the original Purchase price of Carpet of the affected room. 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 Carpet under this Plan.
- 3.7. **Room:** A clearly defined space separated by different flooring materials, walls, doorways, stairs, or other room divisions.
- 3.8. **Term:** The period beginning on the delivery and installation date of Your Carpet covered under this Plan and ending five (5) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.9. **We, Us:** Guardsman US LLC.
- 3.10. **You or the Purchaser:** The person who made the original Purchase (as defined in section 3.4.) of this Plan and the Carpet covered by this Plan.

4. Eligibility

This Plan only covers new Carpet that You Purchased and must be:

- 4.1. Free of stains and damage when delivered or installed in Your U.S. or Canadian residence. Preexisting stains and damage are not covered.
- 4.2. For Your personal indoor use only in Your U.S. or Canadian residence. This Plan does not cover Carpet 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.
- 4.3. Installed by a participating and authorized Nebraska Furniture Mart Carpet installer, in accordance with established industry standards.

5. Service Procedures

- 5.1. If Your Carpet is stained or damaged during the Term, and the type of stain or 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. If You decide that Step 1 below does not fully address the stain or damage, We will move to one or more of the other Steps below.

5.1.1. **Step 1. Cleaning Kit for Stains:** We may provide You with a cleaning kit or advice on how You may be able to remove the stain, if You would like to try removing

the stain Yourself. If You do not, or if You decide that method does not fully address Your covered stain and You inform Us by returning the claim form to Us within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.

- 5.1.2. **Step 2. Technician Assessment and Service:** If You submit a claim form and a technician may be able to provide service to repair the covered stain or damage, We will send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or 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 Carpet, You must notify Guardsman within thirty (30) days of when the technician serviced Your claim.
- 5.1.3. **Reselection:** If the technician cannot remedy the stain or damage, We will arrange to provide a Reselection at the retail store location where You bought the Plan, or a Refund as described in section 5.1.4.
- 5.1.4. **Refund:** If We are unsuccessful in repairing the stain or damage to Your Carpet, and We are unable to provide a 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 Carpet, We will provide You a Refund of the Purchase price of the Plan rather than a Reselection.
- 5.1.5. **Cash Settlement:** At our discretion, We may offer You a Cash Settlement, which You can choose to accept instead of a Reselection. We are not obligated to offer a Cash Settlement, and You are not obligated to accept it.

5.2. Reselection, Refund or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the stained or damaged Carpet. However, a Carpet covered under this Plan continues to be covered, subject to the terms of this Plan.

6. What is Covered

This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence, except for what is listed in the "What is Not Covered" section.

6.1. Carpet:

- 6.1.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids (not including perspiration, hair oils, or body oils).
- 6.1.2. Odors caused by accidental stains to Carpet.
- 6.1.3. Punctures, cuts, tears, or rips.
- 6.1.4. Burns that are not caused by a fire.
- 6.1.5. A single incident of damage per covered room, caused by a household pet, except what is specifically excluded in sections 9.2. and 9.3.

7. What is Not Covered

Some causes and some types of stains or 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 stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. When the actions listed in the "How to File A Claim" have not been followed.
- 7.3. Any stain or damage that is not specifically listed under Section 6, "What is Covered."
- 7.4. **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:
 - 7.4.1. Snags, pilling, or fraying of Carpet.
 - 7.4.2. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use rather than from a specific occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.
- 7.5. **Manufacturer Quality Issues.** This Plan does not cover manufacturer's product quality issues, including but not limited to the following:
 - 7.5.1. Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.
 - 7.5.2. Fading, color loss, or color change.
 - 7.5.3. Carpet crushing, indentations, matting, shading, shedding, wrinkling or buckling, yellowing, fiber defects, pile crushing, texture retention, deterioration of the padding, or abrasive wear.
- 7.6. **Ineligible Carpet.** This Plan does not cover the following items:
 - 7.6.1. Stains or damage to Carpet that occurs prior to delivery, including pre-existing stains or damage to floor samples or other Carpet sold "as-is."
 - 7.6.2. Non-colorfast Carpet (Carpet that loses color even when cleaned according to the manufacturer's cleaning instructions).
- 7.7. **Other Items Not Covered.**
 - 7.7.1. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, or other protection plan.
 - 7.7.3. Stains or damage caused during Carpet delivery, assembly, installation, or transportation.
 - 7.7.4. Stains or damage caused by structural problems, including but not limited to skylights, roofs, or plumbing; appliance malfunctions, including but not limited air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Guardsman to repair Your Carpet, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.

8. Non-Household Environments

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

- 8.1. Before the Carpet is delivered to Your residence; while the Carpet 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 Carpet that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to, a Carpet used for a daycare center or a Carpet used in premises rented to others, regardless of the length of the rental period.
- 8.3. Carpet that is installed in bathrooms, kitchens, used outdoors, or not part of the covered interior sections of the residential structure.

9. Improper Maintenance, Care, or Misuse

It is Your responsibility to take proper care of the Carpet as recommended by the manufacturer of the covered Carpet. This Plan does not cover:

- 9.1. Stains or damage caused by:
 - 9.1.1. Use of Carpet for a purpose other than that for which it was designed.
 - 9.1.2. Cleaning methods other than those recommended by the Carpet manufacturer. This includes color loss or color change.
- 9.2. More than one incident of household pet animal damage (beaks, teeth, and claws) per room.
- 9.3. Repeated incidents of bodily fluid stains are considered non-accidental occurrences and are not covered under this Plan.
- 9.4. Carpet that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.
- 9.5. Stains or damage caused by, or resulting in, mold or mildew.
- 9.6. Stains or 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.

Right to Return and Return Period. If You Purchased the Plan in **AL, AR, CO, CT, MA, ME, MN, MO, NJ, NM, NY, NV, OR, SC, UT, or WA**, 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**, or **VT** 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, CO, CT, FL, GA, IA, IN, ME, NJ, NM, NY, OH, OK, TN, UT, WA, & WI RESIDENTS:** Obligations of the Provider under the Plan are insured and guaranteed by a reimbursement insurance policy issued by ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106 or for **NY RESIDENTS**, Indemnity Insurance Company of North America, 436 Walnut Street, Philadelphia PA 19106. If Guardsman becomes bankrupt or insolvent, is otherwise unable to, or fails to pay or provide service for any claim within 60 days of Your filing proof of loss with Guardsman, You may make a claim under the reimbursement policy directly to ACE American Insurance Company or Indemnity Insurance Company of North America respectively by calling 800-433-0385 (or 800-523-9254 after hours) or emailing chubbclaimsfirstnotice@chubb.com. In **WA**, You have a right to make a direct claim to ACE American Insurance Company for a covered claim. If Guardsman becomes bankrupt or insolvent, is otherwise unable to, or fails to pay or provide service for any claim within 60 days of Your filing proof of loss with Guardsman, You may make a claim under the reimbursement policy directly to ACE American Insurance Company by calling 800-433-0385 (or 800-523-9254 after hours) or emailing chubbclaimsfirstnotice@chubb.com. In **AR, HI, IL, KY, MA, MO, NH, NV, OR, SC, TX, VT, & VA**, the Plan is backed by the Full Faith and Credit of The Sherwin-Williams Company and You have a right to make a direct claim to The Sherwin-Williams Company, 101 W. Prospect Ave., Cleveland, Ohio 44115, 216-566-2000 for a covered claim.

Unresolved Disputes. **CT, NH, TX, & SC 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.

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 thirty (30) 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.

WY RESIDENTS: THIS PLAN IS NOT AVAILABLE TO RESIDENTS OF WYOMING.

For **NV RESIDENTS**, this Plan, including the Arbitration section, shall be governed by the laws of Nevada.

UT RESIDENTS: Your failure to give any notice or file any proof of loss to Guardsman required by the Plan within the timeframe specified in sections 2.2., 2.3., 5.1.1., and 5.1.2., of the Plan does not invalidate a covered claim, if You show that it was not reasonably possible to give notice of or file proof of loss within the prescribed timeframe and that notice was given or proof of loss was filed with Guardsman as soon as reasonably possible.

The Arbitration Provision above is replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND GUARDSMAN MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION RULES FOR NON-ADMINISTERED ARBITRATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM GUARDSMAN. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND GUARDSMAN. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. Arbitrations are governed by Utah substantive laws, rather than Michigan laws.

Emergency services are available per the **Service Requests & Emergency Repairs** section above.

The Provider's obligations under the plan are insured and guaranteed by a reimbursement insurance policy per the **Full Faith & Credit; Reimbursement Insurance** section above. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901.