



10-Year Complete Mattress Protection Plan  
Maximum Original Retail Purchase Price: \$12,000

- Keep this Protection Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to 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 1-800-253-3957. See section 2. for details.

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**1. Plan Introduction**

- 1.1. Welcome to Your Guardsman® Mattress Protection Plan, which helps You enjoy Your Mattress without fear. This Plan covers certain accidental stains from use or handling of Your Mattress, as described below. This Plan covers Mattress up to a maximum retail purchase price of \$12,000.
- 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 You may have for the Mattress 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 Mattress and this Plan must appear on a single sales receipt, or coverage may not apply. Your sales receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by the purchase price of this Plan, are incorporated into this Plan by reference and together with this Plan constitute a service contract between You and Guardsman.

**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 Mattress is covered under this Plan.** We determine the coverage eligibility of a stain or damage to Your Mattress 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 Mattress occurred, You must report that stain or damage to Us, or Your claim will be denied.** To report the stain or damage to Us and obtain a claim form, You may either: (a) go to guardsman.com follow the directions for submitting a claim; or (b) Call toll-free 1-800-253-3957 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. **Guardsman must receive the following 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.) to Guardsman along with a copy of the sales receipt showing purchase of both the Plan and the covered Mattress, 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. Otherwise, Your claim may be denied.**

**3. Definitions**

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

- 3.1. **Administrator:** In California it is Guardsman Industries, LLC. In all other states it is Guardsman US LLC. Both can be contacted at 3196 Kraft Ave. SE, Suite 105, Grand Rapids, MI 49512, 616-285-7889.
- 3.2. **Cash Settlement:** A Cash Settlement provides the purchaser an amount based on the value of Your Mattress where permitted by applicable law. We are not obligated to offer this option.
- 3.3. **Guardsman, Our, Us, or We:** The Administrator, Obligor or Seller obligated to perform under this Plan.
- 3.4. **Mattress:** A single mattress. Does not include box springs, vinyl, inflatable, blow-up or sofa-sleeper mattresses.
- 3.5. **Obligor or Seller:** In Florida the Obligor is WCPS of Florida, Inc. (License No. 80202). In all other states it is Guardsman US LLC. Both can be contacted at 3196 Kraft Ave. SE, Suite 105, Grand Rapids, MI 49512, 616-285-7889.
- 3.6. **Pet:** A cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes.
- 3.7. **Plan:** This Protection Plan or service contract between You and Us.
- 3.8. **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.
- 3.9. **Replacement:** A Replacement replaces the Mattress. We will attempt to match the color to the areas that We have not repaired or replaced. Please understand that dye lots vary and Mattress may fade over time, so You might find slight unavoidable differences in color. 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.
- 3.10. **Reselection:** Reselection provides a financial credit for You at the store location where You purchased Your Mattress. The amount of the credit will be the original purchase price of the affected Mattress, excluding any applicable taxes or delivery charges. If the original Mattress is no longer available at the store location where You purchased Your Mattress, You may select a new Mattress as listed on Your original sales receipt. 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 Mattress under this Plan.
- 3.11. **Term:** The period beginning on the delivery date of Your Mattress 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. **You, Your, or the Purchaser:** The person who made the original purchase of this Plan and the Mattress covered by this Plan.

#### 4. Eligibility

This Plan only covers a new mattress that You purchased and must be:

- 4.1. Free of stains and damage when delivered to Your U.S. residence.
- 4.2. For Your personal indoor use only in Your residence. This Plan does not cover a mattress 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.

#### 5. Service Procedures

- 5.1. If Your mattress 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:** We may 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 stain or damage to Your Mattress, You must notify Guardsman within thirty (30) days of when the technician serviced Your claim.
  - 5.1.3. **Step 3. Replacement, Reselection, or Cash Settlement:** If the technician cannot remedy the stain or damage, then in Our sole discretion, We may arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought the covered Mattress, or a Cash Settlement.
  - 5.1.4. **Refund:** If We are unsuccessful in repairing the stain or damage to Your Mattress and We are unable to provide a Replacement or Reselection for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Mattresses, 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. A Refund will complete Guardsman's obligations under this Plan for all Mattress covered by this Plan.
- 5.2. If We provide a Replacement or Reselection, You agree the stained or damaged Mattress becomes the sole property of Guardsman. You will surrender possession of the stained or damaged Mattress at the time of delivery of the Replacement or Reselection mattress, unless We have agreed to other arrangements with You.
- 5.3. Replacement, Reselection, or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the stained or damaged Mattress. A Replacement mattress and Reselection mattress are ineligible for coverage and future claims under this Plan.

#### 6. Limit of Liability.

Payment may be fulfilled in the form of repairs, replacement, reselection, or cash settlement.

**THE RETAILER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OR SERVICES IN ASSOCIATION WITH THIS PLAN, PROVIDED IT HAS BEEN PROPERLY REPORTED AND FEES PAID BY THE RETAILER. ADDITIONALLY, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM A MANUFACTURER'S DEFECT OR OTHERWISE COVERED CLAIM, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE FOR THE COVERED PRODUCT, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU, INCLUDING ANY INHERENT PRODUCT FLAWS.**

**6.1. Single Covered Item Maximum:** For any one covered item, the maximum that We are obligated to pay in connection with all claims under this service plan is the amount equal to the original item purchase price for such single covered item. Once a single covered item has reached this single covered item maximum, that particular item is no longer eligible for coverage under the original contract term. However, any/all remaining covered item that have not yet reached the single covered item maximum will continue to be covered for the remainder to the contract Term.

**6.2. Aggregate Covered Item Maximum:** Cumulatively, the maximum amount that We will pay for all covered items shall not exceed the sum of all covered item purchase price as shown on Your sales receipt.

#### 7. What is Covered

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

##### 7.1. Mattress:

- 7.1.1. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils).
- 7.1.2. Ballpoint pen ink stains.
- 7.1.3. Burns that are not caused by a fire.
- 7.1.4. Punctures, cuts, tears, or rips, caused by a specific incident or by a spring or coil, if the manufacturer's warranty previously covered that damage but has since expired.

#### 8. 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.

- 8.1. Your failure to Perform Your Responsibilities. Any stain or damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 8.2. When the actions listed in the "How to File A Claim" have not been followed.
- 8.3. Any stain that is not specifically listed under Section 7, "What is Covered."
- 8.4. Any stain of unknown origin.
- 8.5. 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:
  - 8.5.1. Scuffing, scrapes, or other surface abrasions including pilling or fraying of fabric.
  - 8.5.2. The buildup of stains or soil that accumulates over time from repeated use, rather than from a particular occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil.
- 8.6. Manufacturer Quality Issues. This Plan does not cover manufacturer's product quality issues, including but not limited to the following:
  - 8.6.1. Seam separation (the stitching coming apart. Ripping or tearing beside the stitching is not considered seam separation), stress tear (tearing or ripping of upholstery within one-half inch of and parallel to the seam line), or fabric flaws.
  - 8.6.2. Fading, color loss, or color change.
  - 8.6.3. Loss of foam and/or inner spring resiliency (including body impressions).
  - 8.6.4. Damage resulting from defects in design, materials or workmanship, except for damage specifically listed in the "What is Covered" section.
- 8.7. Ineligible Mattress and Components. This Plan does not cover the following items:
  - 8.7.1. Box springs and Mattress handles.
  - 8.7.2. Mattress areas made or upholstered with the Customer's Own Material (COM). However, non-COM areas or components may be eligible for service.
  - 8.7.3. All pre-existing stains or damage to Mattresses occurring prior to the Term of this Plan, including stains or damage occurring to floor samples, or other Mattresses sold "as-is" before delivery.
- 8.8. Other Items Not Covered.
  - 8.8.1. Odors, including odors that remain after a visible stain is cleaned.

8.8.2. 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.

8.8.3. Stains or damage caused during Mattress delivery, assembly, installation, or transportation.

8.8.4. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes; appliance malfunctions, including but not limited to 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 Us to repair Your Mattress, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.

8.9. Coverage under this Plan is not available while Your Mattress is located outside of the U.S. and Canada.

#### 9. Non-Household Environments

This Plan covers Your indoor Mattress 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:

9.1. Before the Mattress is delivered to Your residence; while the Mattress 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.

9.2. A Mattress that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to, a Mattress used for a daycare center or a Mattress used in premises rented to others, regardless of the length of the rental period.

#### 10. Improper Maintenance, Care, or Misuse

It is Your responsibility to take proper care of the Mattress according to your manufacturer's warranty. This Plan does not cover stains or damage caused by:

10.1. Your failure to care for and maintain the Mattress in accordance with the manufacturer's recommendations, instructions or warranty.

10.2. Use of Mattress for a purpose other than that for which it was designed.

10.3. Cleaning methods other than those recommended by the Mattress manufacturer. This includes color loss or color change. Fabric cleaning codes can also be found on the manufacturer's ID tag.

10.4. Animal damage (such as damage from beaks, teeth, and claws).

10.5. Repeated incidents of human and Pet bodily fluid/waste stains (including, but not limited to, incontinence) are considered non-accidental occurrences and are not covered under this Plan.

10.6. A Mattress that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.

10.7. Stains or damage caused by, or resulting in, mold or mildew.

10.8. 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, teething marks, tears, ink, paint, crayon, marker, or pencil damage.

#### GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO SERVICES PROVIDED UNDER THIS PLAN OR ANY ITEM COVERED BY THE PLAN.

**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 in small claims court or 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, except for **ME** and **OR** residents where arbitration is voluntary and must be mutually agreed to. 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"). In **WI**, arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (AAA). 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. Except for **WI**, (1) 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; (2) The arbitrator's authority to resolve and make written awards is limited solely to claims between You and Us alone; (3) 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 **AL** residents, Plans purchased in the state of **AL** shall be governed by the laws of **AL**. Matters that are the subject of the arbitration shall be held in **AL**, in the county in which the contract holder lives. For **AZ** residents, Arbitration cannot be an absolute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. You may directly file a complaint against a Service Company issuing an approved Service Contract by contacting the department at 602-364-2499 or difi.az.gov. For **ME** residents, arbitration shall take place in the county of the contract holder's principle Maine location and local rules shall apply. 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. For **WI** and **OR** residents, the matters that are the subject of the arbitration shall be subject to governed by the substantive laws of **WI** and **OR** respectively.

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, apply only to the original purchaser and may not be sold or transferred.

**Cancellation: We may not cancel this Plan. You have no right to cancel this Plan, except pursuant to any of the following exceptions that apply for your State:**

**1. Cancellation During the Return Period.** Your state may allow You to return Your Plan within a designated period. If You purchased the plan in **AL, AR, CO, CT, MA, ME, MN, MO, NJ, NM, NY, NV, OR, SC, UT, WA, or WY** and have not made a claim, You may return the Plan to the retailer from whom You purchased 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 for a full refund of its purchase price.

If You have made a claim, Your state may allow You to still return the Plan within a designated period. In **CA**: within 60 days after Your receipt of the Plan You may return the Plan to the retailer from whom You purchased your Plan for a full refund, but, if You have made a claim under the Plan during the 60 day return period, you must provide written notice of cancellation to Guardsman and 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 purchase 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 **OK**: If this Plan is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, We will refund the entire Plan charge paid. 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.

**2. All Other Cancellations.** Your state may allow other cancellations not listed above. If You purchased the Plan in **AL, AZ, CA, IL, 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** only) an administrative fee of \$25.00. In **AZ**: A cancellation fee equal to the lesser of 10% of the gross amount You paid for the Plan or \$25. In **CA**: A pro rata refund 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. In **IL**: A pro rata refund less 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**: If this Plan is canceled by You after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. This Plan cannot be cancelled by Us. 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 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.

**Late Refund Penalty.** Your state may require Us to pay You a penalty if We do not refund the Plan's purchase price within a designated period following your cancellation request. In **TX**: 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. In **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, or VT**: if You are entitled to a return refund and 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. In **CA, NM, NV, NY, or WA**: if You are entitled to a return refund and We do not send Your refund payment within 30 days (**CA, NY, and WA**) or 45 days (**NV**) or 60 days (**NM**) after You return 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 (**CA**) or 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 (**NM**) or 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 (**NY and WA**).

**THIS IS NOT AN INSURANCE POLICY. Insurance Securing this Plan:** This Plan is secured by contractual liability policies provided by Continental Casualty Company in only the following states: **AL, AZ, AR, CA, CO, CT, DC, FL, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, OH, OK, OR, SC, TX, UT, VT, VA, WI, & WY** and The Continental Insurance Company (in **WA** only). Both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid any claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

#### **STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:**

The following state specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:

**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 need for emergency repair to the covered item under the Plan and a repair cannot be performed during its normal business hours, 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.

**Unresolved Disputes. CT, NH, NV, SC, TX, and VA 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. **NV**: If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **SC**: South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227. **TX**: Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **VA**: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**AZ RESIDENTS:** The "pre-existing" exclusion in section 8 does not include stains or damage that were known or should reasonably have been known by Guardsman, the Lessor, or the retailer from whom you purchased the Plan.

**NJ RESIDENTS:** The product being offered is a Service Contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**NM RESIDENTS:** Final contract price to be determined prior to presentation to consumer for signature.

**NV RESIDENTS:** This Plan, including the Arbitration Provision section, shall be governed by the laws of Nevada.

**OK RESIDENTS:** The Plan Obligor, Provider, and Administrator is Guardsman US LLC., 3196 Kraft Ave. SE, Suite 105, Grand Rapids, MI 49512 (616)-285-7889, Service Warranty Association #507496076. This is not an insurance Contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and the either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**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. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF**

**THE COMMISSIONER OF INSURANCE. Governing Law.**

**WA RESIDENTS:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the obligor of this service plan.. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Governing Law.**

**WY RESIDENTS:** You may return this Service Agreement within twenty (20) days of the date of 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 cancel the Service Agreement, the Administrator will mail a written notice to You at Your last known address t 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 Continental Casualty Company at 151 N. Franklin St., Chicago, IL 60606, 1-800-831-4262.

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

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

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 (DOI).

## Oklahoma Service Warranty Addendum

This Addendum contains new language added for service contracts issued in Oklahoma and is to be made part of all service contract documents at time of issuance to the consumer. The seller is responsible for ensuring this Addendum is included in the consumer's service contract documents.

**In Oklahoma the Plan Obligor, Provider, and Administrator is Guardsman CPS LLC., 3196 Kraft Ave. SE, Suite 105, Grand Rapids, MI 49512 (616)-285-7889, Service Warranty Association #520822354.**