

# PROTECTALL

## PREMIUM FURNITURE PROTECTION PLAN WITH POWER & MECHS - GENERAL TERMS AND CONDITIONS

- Administrator shall mean ProtectAll USA, LLC 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180. [1-855-409-9118] or Our authorized third-party provider used to process claims payments and/or cancellation refunds. "We"; "Us" and "Our" shall mean the Obligor.
- Plan Provider or Obligor: The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. ("SUA"). SPS and SUA (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390.
- "You" or "Your" shall mean the consumer or purchaser of the Product(s) covered by this Service Agreement including the lessor of the Furniture ("Lessor"), if the Furniture was acquired under a lease-to-own arrangement ("LTO Arrangement"). "Service Agreement" or "Agreement" or "Plan" shall mean this document together with Your original purchase receipt. "Plan" refers to the Furniture Protection Plan. "Product" means the furniture care kit and other protection and repair products or advice that We may provide. "Retailer" means the authorized entity selling You the Plan. "Furniture" means the qualifying indoor furniture described below and delivered concurrently with Your purchase of the Plan. There is no deductible under this Service Agreement.
- PLAN TERM: The coverage period for this Plan is five (5) years, with the beginning date commencing from the date of covered Furniture delivery.
- QUALIFYING FURNITURE: Upholstered Fabric and Microfiber Furniture; Upholstered Vinyl and Leather Furniture, Wood and Solid Surface Furniture, all of which are purchased concurrently with the Plan. This Plan is available for new Furniture only that is sold through a Retailer. Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.
- PLAN COVERAGE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.

For Accidental Damage to Upholstered Fabric, Microfiber, Vinyl and Leather Furniture: We will repair or replace the Qualifying Furniture due to or because of accidental damage from handling for the following:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer [and Nail Polish Remover]
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- [Cracking and Peeling of Top Grain Leather]

We will repair or replace the Qualifying Furniture due to Accidental Damage from handling or as a result of a defect in materials or workmanship upon/after expiration of the Original Manufacturer's or Store's warranty because of:

- Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms

For Damage to Upholstered Fabric, Microfiber, Vinyl and Leather Furniture: We will repair or replace the Qualifying Furniture due to or because of mechanical, operational, or electrical failure as a result of a defect in materials or workmanship upon/after expiration of the Original Manufacturer's or Store's warranty due to:

- Failure of motors and associated components such as mechanisms attached to motors, wires, and switches, including handles
- Failure of sleeper, recliner, lifting, heating and/or vibrating mechanisms

For Accidental Damage to Wood and Solid Surface Furniture: We will repair or replace the Qualifying Furniture due to or because of accidental damage from handling for the following:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer[ and Nail Polish Remover]
- [Liquid Marks or Rings]
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- [Heat and Burn Mark (from a specific incident)]
- Fading from the Sun
- Scratch or Gouge that Penetrates the Finish
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Chipping and Breakage of Glass or Mirrors

- 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 Plan 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.
- HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes stained or damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, the affected Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. If a manufacturer's warranty is in effect for the Furniture and covers or should cover the damage, this Plan will not apply. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to Furniture replaced under this Plan. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.
- TO OBTAIN SERVICE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by Our customer service department at [1-855-409-9118] or online at [www.myprotectall.com](http://www.myprotectall.com). You must have Your original receipt showing Your purchase of the covered Furniture and this Plan; the original copy of this Plan or the unique Registration Number printed on this Plan; the original delivery date of the covered Furniture; and the discovery date of the stain or damage. You shall reasonably cooperate with the Administrator in its efforts to perform its obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.
- THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Plan will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.
- IMPORTANT EXCLUSIONS: We will not cover the following:
  - Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
  - Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's warranty
  - Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
  - Stains or damage as a result of continued or sustained bowel or urinary activity (incontinence)
  - Odors or stains of unknown origin
  - Fading of the upholstery, color loss, and/or discoloration
  - Animal damage other than pet bodily fluids, such as damage from teeth, beaks or claws
  - Normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas
  - Inherent design or structural defects in fabrics and leathers, including but not limited to, natural inconsistencies in upholstery or delamination of microfiber
  - Failure or loosening of threads or splitting of seams, stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stain or damage to decking or platform cloth
  - Wood surface scratch or gouge that does not penetrate through the finish
  - Cracking or peeling of upholstered fabric or leather, [except as listed under the Plan Coverage section]
  - Leather surface scratches that do not penetrate through the upholstery, such as scuffs or scrape marks
  - Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss
  - Dye lot or texture variation
  - [Damage caused by Charing or Scorching to solid surface]
  - Water damage by leaking appliances, water heaters, skylights, and pipes
  - Intentional damage or willful abuse or misuse of the covered Furniture
  - Any loss covered by homeowner's or renter's insurance
  - Scratches on glass
  - Furniture purchased for group homes, assisted living residences, and nursing homes that is used by the general public for short term use
  - Damage to motors and associated components due to power surges, low voltage/ampereage, normal wear and tear, or any damage caused by an external power source
  - Repair, replacement, or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly, except as listed for motors or except as listed for motors, mechanisms, and frames.
  - Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, outside contractors (unless authorized through the SERVICE PROCESS) or any other peril
  - Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer
  - Initial or subsequent installation, assembly or hookup of Your Furniture is not covered
  - Removal and reinstallation, except as determined by Us and authorized through the SERVICE PROCESS
  - Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture
  - Any and all pre-existing conditions that existed prior to the effective date of this Plan
- "As is," "pre-owned," showroom-displayed, rental (other than an LTO Arrangement), non-residential, in-home daycare businesses or commercial use, rattan, bamboo or wicker used outdoors, plastic (ready to assemble), nubuck, suede, carpets, fossil stone, chenille, silk, "X"

# PROTECTALL

## PREMIUM FURNITURE PROTECTION PLAN WITH POWER & MECHS - GENERAL TERMS AND CONDITIONS

coded and/or non-color fast fabrics or Furniture sold without a manufacturer's or store warranty

- Mattresses and Box Springs
- Rugs and Carpets
- Failure to use reasonable means to protect your Furniture from further damage after a Covered event occurs
- Any Stain or Damage caused by an Independent Contractor, such as but not limited to Plumber, Painter or other Service or Maintenance Personnel
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence
- Any periodic checkups, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets or accessories used in conjunction with the covered Furniture, such as pillows and buttons
- Service where no problems are found, such as noises or squeaks
- Failures that occur outside the Fifty (50) States of the United States of America
- Notwithstanding any provision to the contrary, this Service Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived:
  - oAny infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or
  - oCoronavirus (COVID-19) including any mutation or variation thereof; Or
  - oPandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

13. **LIMIT OF LIABILITY:** Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the Covered Furniture with a product of equal or similar features and functionality. In no event will the Our total liability for repairs or replacement exceed the lesser of the original purchase price of the Covered Furniture excluding tax and delivery costs paid during the purchase of the Covered Furniture (or) \$25,000.
14. **PROTECTION PLAN PROVISIONS:** This Plan is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Plan. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise rights under this Plan does not waive those rights. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights.
15. **CANCELLATION:** This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the retailer from which You purchased the plan from. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty-five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

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

As used in this Provision, "You" and "Your" mean the person or persons named in this Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan or Product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of

the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which You purchased this Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Claims other than Yours. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

THIS IS NOT A CONTRACT OF INSURANCE, BUT OBLIGATIONS UNDER THIS PLAN MAY BE BACKED BY AN INSURANCE POLICY.

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

**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 1-855-438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022.

Warranty Registration Number MUST BE REGISTERED

16. **SPECIAL STATE DISCLOSURES:** Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, 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.

**CALIFORNIA only:** With respect to California contract holders, the Administrator under Service Agreement is ProtectAll USA, LLC. The Obligor under Service Agreement is Starr Protection Solutions LLC. 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 Service Agreement, and cancellation notice is received by the Seller within 60 days of the date You received Service Agreement, and You have made no claims against Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Service Agreement is cancelled by written notice after 60 days from the date You received Service Agreement, You will be refunded a pro-rated amount of Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your Seller.

**TEXAS only:** You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You or within ten (10) days if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We 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 Service Agreement. In the event We cancel 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 Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd 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, 1 (800) 803-9202.