

Pure Promise Value 5 Year Protection Essentials for Fabric & Leather - RG08.01
Terms and Conditions

1. **DEFINITIONS:** Throughout this Service Contract Plan ("Plan") the words (1) "you" and "your" refer to the purchaser of this Plan as shown on the invoice and/or cash register receipt are part of this Plan; (2) "we", "us", "our" refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) "product" refers to furniture sold and used for residential purposes (personal, family or household use) that is constructed of upholstered fabric, microfiber, leather and vinyl that are purchased concurrently with this Plan; (4) "retailer" indicates the store or outlet where you purchased the product(s) and this Plan.
2. **PROVIDER:** The Provider of this Plan depends on the state in which you purchased the Plan.

If you purchased this Plan in the following states, AL, AK, CO, DE, DC, IA, ID, IL, IN, KS, KY, LA, MD, MS, MT, NE, NC, ND, OH, OR, PA, RI, SC, SD, TN, WV, the Provider of this Plan and the entity responsible for fulfilling the terms of this Plan is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401, receiving mail at P.O. Box 11355, West Palm Beach, Florida 33419. We reserve the right to transfer our obligations to another entity. If you purchased this Plan in Florida, the Provider of this Plan and the entity responsible for fulfilling the terms of this Plan is Dealers Assurance Company, receiving mail at 3518 Riverside Drive, Suite 105, Upper Arlington, Ohio 43221-0185.

If you purchased this Plan in any state other than those listed above, the Provider of this Plan and the entity responsible for fulfilling the terms of this Plan is Dealers Alliance Corporation, 3518 Riverside Drive, Suite 105, Upper Arlington, Ohio 43221-0185.

If you want to make a claim or have a question about this Plan please call us (877) 478-2467.

3. **AGREEMENT:** In return for your purchase of this Plan, we agree to provide the benefits stated herein during the term as described below. **THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.**
4. **FURNITURE COVERED BY THIS PLAN:** New upholstered fabric, microfiber, leather and vinyl residential furniture ONLY. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of this Plan.
5. **COVERAGE:** Your furniture is designed to withstand staining and damage as provided below. If these conditions occur, your furniture is defective. Five (5) years from the date you take delivery of your new furniture; this Plan provides you coverage for stains and/or damage on upholstered fabric, microfiber, leather and vinyl resulting from:
- Accidental Stains or Damage:**
- All accidental stains (excluding accumulation defined as a gradual buildup of dirt, dust, body oils and perspiration that cannot be attributed to a single occurrence);
 - Accidental rips, tears, burns, and puncture

This Plan will provide for the repair or replacement of your covered product. We will make every attempt to repair your product(s). Upon receiving a claim covered by this Plan we will provide repair advice and/or repair products to aid in stain removal or repair of the damage. If the stain or damage persists, 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 product will be removed and returned at no cost to you. If we are unable to repair your product, or where the cost for repair may exceed the current retail replacement value of your covered product, or replacement is required and either, parts, matching fabric or matching leathers needed for repair should become unavailable for your covered product, we may elect to pay you a cash settlement. The amount of the cash settlement shall not exceed the lesser of: the current retail cost of a replacement

product of like kind and quality, or the retail purchase price you paid for the original covered product. If a replacement selection is higher in value than the original it is your responsibility to pay for the difference in value. If a replacement selection is of lesser value there will be no refund or credit given for the difference in value. Payment of a cash settlement will fulfill this Plan in its entirety and will cancel and discharge all further obligations under this Plan, where allowed by law. However, if a cash settlement is provided for a product(s) that is a part of a matching set, coverage will still be in effect for the other matching pieces for the remainder of the coverage period. The amount of the cash settlement is determined by us, which is based on the current replacement cost of the covered product, the age of the covered product and a one (1) percent depreciation factor per month beginning on the date you purchased your product. In the event your Plan covers more than one product that was sold as a set, coverage under the cash settlement option shall be limited to the individual damaged item within the set. This Plan only covers the product(s) listed on sales receipt. We will NOT replace matching pieces of product(s) that is/are not damaged or otherwise not eligible for coverage under this Plan (except for sectionals, when necessary). If we replace your covered product, the original product will become our property. **Products that are replaced under this Plan are no longer covered by this Plan (this does not include other pieces covered under this plan that were not damaged).** You may purchase another Plan for such replaced product(s) to cover those product(s) if the replaced product(s) is/are not a part of a matching set.

6. **YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN: Proof of Purchase:** Each time that you request service as provided by this Plan, you must make available for inspection by the Provider a copy of this Plan, along with the original dated invoice and/or cash register receipt that clearly indicates your purchase of this Plan, and the product to be covered by this Plan. These documents will confirm your eligibility to receive service under this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of the Plan. This Plan is not a maintenance or cleaning contract. In order to receive coverage under this Plan, you must have maintained your product as recommended by the manufacturer or using our approved recommended product(s). Any variation from the manufacturer's or our recommended maintenance plan may cause your claim to be denied.
7. **IF YOU NEED SERVICE:** Call Warranty Service at (877) 478-2467, Monday - Friday, 8:00 am - 9:00 pm and Saturday from 9:00 am - 5:00 pm - EST or to file a claim online, 24 hours a day, please visit our website at www.unritersna.com within fifteen (15) days from the date you discovered the damage. Claims submitted after the expiration date or outside of the reporting time period of your Plan will not be accepted. In-home service will be provided on your product. Repairs will be performed at your residence. Some products may need to be removed from your home to be serviced. An adult (of legal age) must be present at your home when the on-site service is performed.
8. **DELAYS:** We will exercise reasonable efforts in providing service under this Plan, but neither we nor the retailer shall be liable for any damage arising out of delays; and in no event shall we or the retailer be liable for consequential damage. In the event your repair requires more than thirty (30) days to complete, the expiration date of your Plan will be extended by the total number of days, in excess of thirty (30) days, that were required to complete the repair.
9. **PARTS:** Materials furnished as replacements for parts will be drawn from the original manufacturer, the retailer or the service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by our Plan during the remainder of the term of coverage.
10. **MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer is responsible for product(s) and service covered under its warranty. If you should call for service on a product covered under the manufacturer's warranty, we will refer your call to the manufacturer.

UNITERS SERVICE CENTER

The sales receipt number is
your registration number
Please retain sales receipt
This Service Plan Must Be
Saved For Service

Store Name: _____

Sales Receipt No.: _____

Go to www.unritersna.com to:

- › file a claim
- › check claim status
- › upload documents
- › administer your plan
- › learn more about furniture

Or download the **UNITERS** app



Service Center
(877) 478-2467

Pure Promise

Pure Value
5 Year
Protection
Essentials
for
Fabric & Leather

26355 (04/14)

TOLL FREE CUSTOMER SERVICE
(877) 478-2467

FILE A CLAIM ONLINE AT
WWW.UNITERSNA.COM

PLEASE RETAIN SALES RECEIPT -

UNITERS

THE SALES RECEIPT NUMBER IS YOUR REGISTRATION NUMBER

26355 (04/14)

Pure Promise Value 5 Year Protection Essentials for Fabric & Leather - RG08.01
Terms and Conditions

11. WHAT IS NOT COVERED: Anything not specifically listed in the "COVERAGE" section of this Service Plan is excluded. Service or replacement is limited to the damaged product(s) only. The total value of such replacement is limited to \$500.

This Plan coverage does not cover:

- damage caused by improper cleaning methods or improper cleaning materials;
- damage caused by the application of topical treatments that damages the product(s);
- damage resulting from cleaning methods or products other than those recommended by us and/or the product manufacturer;
- secondary and/or collateral damage;
- damage caused by failure to comply with the manufacturer's warranty;
- any costs or damage from repair and/or cleaning by anyone without written authorization from us;
- damage caused by service, maintenance personnel or contractors;
- loss of resiliency;
- damage caused by transit, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
- damage to product by incontinence, mold or mildew; fading, color loss, discoloration;
- any manufacturer recall;
- furniture used outdoors;
- plastic ready to assemble product(s);
- dust corrosion, "X" coded fabrics, non-colorfast fabric, delamination of microfiber;
- mattresses, except for futon covers and/or cushions;
- accumulation of dirt and debris and/or damages due to the failure to care for or the improper care of your product;
- wear and tear to fabrics and leathers, such as accumulated soiling from everyday use including body oil, hair oil, perspiration, darkened bodily contact areas;
- leather scratches, cracking and/or peeling of leather, splitting of bicast, bycast or bonded leather;
- suede or nubuck;
- natural flaws, manufacturer's defects of leather or upholstery, odors, pet damage from teeth, beaks, or claws;
- showroom-displayed products, products sold that are stained and/or damaged at the time of purchase;
- products used for commercial or institutional purposes, home day care, rental purposes or products sold "as-is" "pre-owned", rental or non-residential furniture;
- service, maintenance, repair, or replacement necessitated by any loss of use or stain or damage resulting from any cause other than normal usage, such as, but not limited to, loss of use or stains or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or stain or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, corrosion, appliance malfunction, insect infestation, damage or stains caused by terrorism, fire, flood, water damage, windstorm, hail, earthquake, smoke, or other heat source, exposure to the cold, theft, negligence, riot, or any other peril;
- Acts of God, special, indirect, incidental, or consequential damages whether in contract, tort, or negligence; preventive maintenance;
- claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer; initial installation, assembly or hookup of your product(s);
- removal and reinstallation, except as determined by us; any circumstances for 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 product(s);
- crushing, scratches of any type other than those expressly stated in the coverage section, unreasonably excessive loads leading to breakage of structural components;
- products no longer in your possession.

12. WHAT YOU MUST DO: You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer's owner's manual. Should your covered product become damaged, you must submit a claim for coverage within fifteen (15) days from the date you discovered the damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product(s) is your responsibility.

13. RENEWALS: This Plan is not renewable.

14. TRANSFER: This Plan is not transferable.

15. IMPORTANT INFORMATION: If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. A failure to exercise rights by us does not waive those rights. We do not assume responsibility for statements or damage by technicians, or any other person or entity not authorized by the Plan Provider. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. Any controversy or claim for damages arising out of, or relating to this Plan, shall be settled by arbitration but specifically excludes class action arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

16. OUR OBLIGATIONS UNDER THIS PLAN ARE LIMITED TO REPAIRING OR REPLACING ADJUSTABLE BED FURNITURE AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. Fraud results in higher costs to the consumer and is illegal. It is our policy to deny service and/or prosecute individuals that submit fraudulent claims.

17. CANCELLATION: You may cancel this Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Plan to the Provider at, P.O. Box 11355, West Palm Beach, FL 33419, (877) 478-2467. If you cancel this Plan within the first 30 days after receipt of this Plan and have not made a claim, you will receive a full refund. If you cancel after the first 30 days from receipt of this Plan or at any time after we have paid a claim, you will receive a pro rata refund based on the time remaining on Your Plan, less an administrative fee, not to exceed 10% of the price of the Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

If we cancel, you shall be refunded the unearned pro rata purchase price of this Plan, less any claims paid. We may not cancel this Plan except for a) fraud, b) material misrepresentation, c) non-payment by you, d) violation of any of the terms and conditions of the Plan, and e) if required to do so by any regulatory authority. If this Plan was inadvertently sold to you on a product, which was not intended to be covered by this Plan, we will cancel this Plan and return the full purchase price of the Plan to you.

18. DEDUCTIBLE: There is no deductible payment required for the coverage described in this Plan.

Except in the states of Arizona, and New Mexico, the obligations of the provider are guaranteed under a service contract reimbursement policy. If we have not provided service or paid a claim within 60 days from receipt of proof of loss, you may make a claim directly to the insurer by writing Dealers Assurance Company (Insurance company), 3518 Riverside Drive, Suite 105, Upper Arlington, Ohio 43221-0185 or by calling (800) 282-8913.

This Plan is not a contract of insurance.

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

Alabama Residents: Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan.

Arizona Residents: If you or we cancel this plan, no claims will be deducted from the refund you are entitled to receive under the Cancellation provisions of this contract.

Arkansas Residents: Any refund not provided within 45 days shall include a 10% penalty per month the refund remains unpaid.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received. Arbitration under paragraph 16 will comply with the California Arbitration Act.

If you cancel and have not received a refund within 30 days from the date of cancellation, the amount of refund will include a penalty of 10% per month for the unpaid amount due and owing to you.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. If you purchased this contract in Connecticut, you may pursue arbitration to settle disputes between you and the provider of this contract. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention Consumer Affairs. The written complaint must describe the dispute, identify the price of the product cost of repair, and include a copy of this contract.

Florida Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. You may cancel your Plan by informing Us of your cancellation request. In the event the Plan is canceled by the Plan Holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Plan Holder. In the event the Plan is canceled by Us, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. Failure to refund in this manner will subject us to a penalty equal to 25% of the refund amount. If you cancel after 30 days or have had a claim, you will receive a pro-rata refund based on the time remaining on your plan less an administrative fee, not to exceed 10% of the pro-rata refund amount or twenty-five dollars (\$25.00), whichever is less. Claims will not be deducted from refunds. Arbitration will be non-binding.

Michigan Residents: If performance of this Agreement is interrupted because of a strike or work stoppage at our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Maryland Residents: A 10% penalty per month shall be added to any refund not paid within 45 days.

Minnesota Residents: A 10% penalty per month shall be added to any refund not paid within 45 days. If we cancel, we will mail five days prior to the effective date of cancellation to your last known address written notice stating the reason for the cancellation.

Nevada Residents: This Plan does not cover pre-existing conditions. If we cancel this plan, the cancellation will be effective fifteen (15) days after the notice of cancellation is mailed to you. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. After this contract has been in effect for 70 days we can only cancel this Plan due to: (1) nonpayment by you (2) material misrepresentation by you or (3) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. This Plan shall not be voided by us unless you have committed fraud or material misrepresentation in obtaining this Plan or in presenting a claim for service under this Plan. If you or we cancel this Plan, or you are otherwise due a refund under this Plan, no cancellation fee will be imposed and no deduction for claims paid will be applied to your refund.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan. If we fail to provide a refund within 60 days of request, the refund will include a penalty of 10% per month for each unpaid period. Cancellation shall not become effective prior to 15 days after mailing a notice of cancellation to you.

New Hampshire Residents: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Department of Insurance, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 1-800-852-3416

New York Residents: A 10% penalty shall be added to any refund not paid within 30 days of request.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: IN THE EVENT THE CONTRACT IS CANCELED BY YOU, RETURN OF PREMIUM SHALL BE BASED UPON NINETY PERCENT (90%) OF THE UNEARNED PRO RATA PREMIUM LESS THE COST OF ANY SERVICE RECEIVED. IN THE EVENT THE CONTRACT IS CANCELED BY US, RETURN OF PREMIUM SHALL BE BASED UPON ONE HUNDRED PERCENT (100%) OF UNEARNED PRO RATA PREMIUM LESS THE COST OF ANY SERVICE RECEIVED. Coverage offered by this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

Oregon Residents: You and us must agree to settle a claim through arbitration as provided in paragraph 16.

South Carolina Residents: Unresolved complaints or Plan regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 10015, Columbia, South Carolina 29202-3105, Telephone 1-800-768-3467.

Texas Residents: Unresolved complaints or Contract regulation questions may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin Texas 78711.

Utah Residents: This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Washington Residents: If we cancel, we will mail to your last known address written notice providing the reason for the cancellation. The effective date of cancellation will not be prior to 21 days from the date of mailing the notice. A 10% penalty per month shall be added to any refund not paid within 30 days. Arbitration concerning disputes related to this Plan will be held at a location in the closest proximity to your permanent residence.

Wisconsin Residents: Provider has the same meaning as Warrantor as defined in Ins. 15.01, Wisconsin Administrative Code. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If this Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If you or we cancel, no claims will be deducted from refunds. If you and we agree, unresolved claims may be submitted to binding arbitration.

26355 (04/14)

www.unifersna.com

(877) 478-2467

Pure Promise

PLEASE RETAIN SALES RECEIPT
THE SALES RECEIPT NUMBER IS YOUR REGISTRATION NUMBER

UNITERS