



Montage Furniture Services

**Premium Combination 5-Year Protection Plan**  
**Protection Plan Number:**

This form describes the protection You will have in return for payment by You. This Agreement applies to Covered Products with a total retail cost of \$50,000 or less before sales tax.

**1. DEFINITIONS:**

- A.) "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604, except in Arizona, Florida, Oklahoma and Wisconsin, where it is SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604; in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604; or in Maine, where it is the Selling Retailer. In Florida, the license number is 80173.
- B.) "You" and "Your" mean the purchaser of the Covered Product(s).
- C.) "Administrator" means Montage, Inc., 3050 Centre Pointe Drive, Suite 50, Roseville, Minnesota 55113, **1-800-686-5559**.
- D.) "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E.) "Covered Product" means the consumer item(s) which You purchased concurrently with and is/are covered by this Agreement.
- F.) "Agreement" means the terms, conditions, limitations and exclusions, including the sales receipt.

**2. REPAIR PLAN:**

**In return for payment by You, We will provide the following coverage:**

(1) **Term:** The term of this Agreement begins on the date of delivery of Your Covered Product and continues for the period of five (5) years. Coverage for mechanical and structural breakdowns is effective upon the expiration of the manufacturer's warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) **Coverage:** Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to:

Mechanical and structural breakdowns to fabric, leather, vinyl upholstery or solid surface furniture as a result of:

- Breakage of frames, panels or springs
- Breakage of mechanisms including sleeper mechanisms, reclining mechanisms and heating and vibrating mechanisms
- Failure of integral electrical components
- Lifting of veneers
- Warping
- Loss of silvering on mirrors
- Unintentional and accidental damage from handling, including all stains, for example:
  - Dye transfer onto surface of upholstery
  - Punctures, rips or burns
  - Liquid marks, rings or household heat marks
  - Gouges, dents, scratches or chips that penetrate the finish exposing the substrate
  - Nail polish remover
  - Checking, cracking, bubbling or peeling of finish caused by a specific incident
  - Glass or mirror chipping, breakage or scratches

Replacement parts or complete product(s) will be ordered from the Selling Retailer from which You purchased the Covered Product. Parts or complete product(s) will be replaced with new parts or products of like kind and quality. In the event of partial replacement of a Covered Product, coverage for any item not replaced will continue for the remaining term of this Agreement. Replacement of a part, a piece of the Covered Product, or a set of the Covered Product fulfills coverage on that part or piece(s) of the Covered Product. If the original Selling Retailer is not able to replace the Covered

Product originally purchased or provide a satisfactory substitute product(s), You will be given a refund of the purchase price of the Covered Product, excluding sales tax, reinstallation and delivery costs.

**(3) Limit of Liability:**

The limit of liability is the least of the cost of (1) the original purchase price of the Covered Product excluding tax and delivery costs paid during the purchase of the Covered Product or (2) authorized repairs not to exceed the purchase price of the Covered Product or (3) replacement of the Covered Product with a product of equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement.

**(4) What to do if a covered problem occurs:**

- Contact the Administrator for the appropriate authorized service center.
- Call the 24-hour customer service toll-free number at 1-800-686-5559.
  - Or for on-line service, send an email with claim details to [claims@montagefs.com](mailto:claims@montagefs.com).

You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their purchase cost. Claims must be reported to the Administrator within thirty (30) days of noticing the stain, damage or breakdown in Your Covered Product. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.

**(5) Service Deliverables:**

There is no deductible required to obtain service for Your Covered Product. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call the Administrator to arrange for professional cleaning.

If We are unable to remove the stain professionally, We will replace Your affected item. Service will be performed in Your home; the authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion.

**3. WHAT IS NOT COVERED:**

A. ANY LOSS OTHER THAN A COVERED BREAKDOWN, STAIN OR DAMAGE OF THE COVERED PRODUCT; B. ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTA) ITEMS; C. PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS; D. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT AND/OR ANY PRODUCT SOLD USED OR DAMAGED; E. ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE; F. DAMAGE FROM WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; G. EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE; H. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; I. STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM; J. ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES; K. FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA; L. UNAUTHORIZED REPAIRS AND/OR PARTS; M. SERVICE WHERE NO PROBLEM CAN BE FOUND; N. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT; O. ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/ OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S); P. DYE TRANSFER (UNLESS OTHERWISE NOTED IN SECTION 2.2 "COVERAGE"), STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER, MOLD, MILDEW, ODOR, STAINS CAUSED BY MEDICAL INCONTINENCE, STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO, PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; BODILY INJURY; Q. DAMAGE CAUSED BY PETS (OTHER THAN BODILY FLUIDS); R. WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF

FOAM RESILIENCY, PILLING OR FRAYING, COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATE; S. NON-COLORFAST OR X-CODED FABRICS, SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULATING NATURAL COWHIDE, NON-BOVINE LEATHERS, SUEDE, NUBUCK AND OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH; T. CLOCK MECHANISMS, SHRINKAGE FROM CLEANING, OR NOISES; LAMPS OR OTHER ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT.

#### 4. CONDITIONS:

A.) **Renewal:** This Agreement is not renewable. B.) **Transferability:** This Agreement is not transferable. C.) **Territorial Limitations:** This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, including the District of Columbia. D.)

**Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. E.) **Dispute Resolution - Arbitration:** This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. F.) **Cancellation:** You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund upon cancellation. To cancel within ten (10) days of receipt, contact the Selling Retailer of Your Agreement for a full refund. After ten (10) days, contact the Administrator in writing with this Agreement and a copy of your sales receipt to receive a full refund. After thirty (30) days, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium. G.) **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

#### 5. STATE VARIATIONS

State Variations: The following state variations will control if inconsistent with any other provisions:

**22. KS:** The following statement is added to Section 4.F: "Cancellation": You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.