

Extended Protection Service Plan

Terms and Conditions

This Service Plan is not an insurance contract.

DEFINITIONS:

Service Plan Holder /You/Your indicates the purchaser or holder of this Service Plan as shown on the cash register receipt.

Service Plan Provider/We/Us/Our indicates Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000 in all states except Florida, where the Service Plan Provider is UNITED SERVICE PROTECTION, INC., P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000.

Administrator indicates the entity who is responsible for the administration of the Service Plan which is Value City Furniture, Inc., except in Wisconsin where the Administrator is American Signature, Inc. Value City Furniture, Inc. and American Signature, Inc. have no financial liability under this Service Plan, but shall administer all claims made under this Service Plan. The store where Your Product(s) was purchased will serve as the Administrator's physical location and will administer all claims. You should not rely on the representation oral, written, or otherwise of anyone except for what is contained in this Service Plan.

Service Plan indicates this Service Plan which You have purchased for the furniture described on Your cash register receipt.

Product(s) indicates the consumer item(s), which You purchased concurrently with and is covered by this Service Plan.

Purchase Price indicates the price paid for the covered Product(s) as shown on Your cash register receipt.

Retailer indicates the store or outlet where You purchased the Product(s) and this Service Plan.

THIS SERVICE 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 SERVICE PLAN.

CONFIRMATION OF COVERAGE:

Your coverage shall become effective upon receipt of Your covered Product(s).

TERM:

This Service Plan provides coverage for three (3) years (including the one [1] year in-store warranty period) from the date of delivery stated on the cash register receipt or from the actual date of delivery with proper evidence of the variance in dates.

WHAT THIS SERVICE PLAN COVERS:

In the event that the covered Product(s) purchased by the customer fails to perform, this Service Plan provides the following coverage:

We will pay for the cost to repair the covered Product(s). Value City Furniture, Inc. and American Signature Furniture associates are the only persons authorized to make repairs. If the Administrator considers the covered Product(s) to be beyond economic repair, then an in-store credit will be given based upon the original Purchase Price minus a usage fee. As hereafter defined, this usage fee will be determined by dividing the original Purchase Price by the term of this Service Plan, three (3) years (36 months). The usage fee is the cost per month times the number of months the Product(s) was in Your residence. This usage fee will then be deducted from the original Product(s)'s Purchase Price and the balance given as an in-store credit. Your receipt of an in-store credit will fulfill this Service Plan in its entirety, subject to specific state laws, and will cancel and discharge all further obligations under this Service Plan. If You receive an in-store credit, the original Product(s) will become Our property. You may be required to return the original Product(s) to the Administrator at Your expense.

Types of Coverages:

- Defect in any seam or button in any upholstered Product(s).
- Defect in any light fixture except the bulb.
- Checking, lifting, cracking or peeling of wood and laminate finishes.
- Separation of frame components in solid wood, veneer, laminate, lacquer or engraved photo finished furniture.
- Structural defects to frames, such as warping and frame breakage.
- Bending of metal components, such as recliners, dinette sets, and sleeper mechanisms, swivel rocker bases and springs.
- Excessive loss of foam resiliency to cushions on upholstered Product(s).
- Casters, wheels and drawer pulls/glides.
- Yellowing.
- Glass breakage.
- Loss of silvering on mirrors.
- Scratches on hard surfaces penetrating through the finished surface.
- Accidental chips.
- Accidental dents.
- Accidental gouges.
- Heat marks on hard surfaces.

CONDITIONS:

This Service Plan provides no coverage unless this document has been issued pursuant to Our receipt of payment and proof of such payment is available for presentation at time of claim. This coverage applies only to the original owner as indicated on the cash register receipt. Only the Product(s) identified on the original cash register receipt are covered. Coverage applies only to those Products that are used for residential use (in home). You are required to comply with the owner's manual instructions. Materials furnished as replacements for parts will be drawn from the original manufacturer, the Retailer, or the Administrator's inventory of new or rebuilt parts and components. Our Service Plan will furnish these materials under provisions of the manufacturer's warranty while still in effect and then during the remainder of the term of coverage.

EXCLUSIONS:

This Service Plan does not cover any or all pre-existing conditions, consequential damage, costs arising from damage caused by: failure to comply with manufacturer's instructions for use by the customer or any other person, negligent, willful abuses or misuse of the covered Product(s), normal wear and tear of the covered Product(s), fire, smoke, cigarettes, and other smoking-related burns, lightning, theft, explosion, flood, earthquake, puncturing, fading caused by sunlight, wind or weather, rust or corrosion, scorching or damage from heat sources exceeding 160 degrees Fahrenheit, damage to the covered Product(s) or any part thereof from normal soiling or wear and tear from everyday use, loss or damage to any covered Product(s) while in the course of transit, delivery, re-delivery or movement for any reason including damage incurred while packing or unpacking, or removal or reinstallation of a covered Product(s), or damage caused from any physical force applied to a covered Product(s), other stains including but not limited to stains caused by dyes, acids, corrosives, ink, or non-approved cleaners, damage caused by an animal, tearing, clawing or chewing. No coverage is to be provided if Product(s) is deemed by the Administrator to be: abused, unsanitary (rodent or insect infested). No coverage will be provided for the cost of repairs or cleaning carried out by anyone other than the Administrator or its authorized agents. No coverage will be provided if Product(s) has been relocated to a location outside the Administrator's service area. The Administrator's service area shall be defined as within a fifty (50) mile radius from the servicing store. This Service Plan does not cover Product(s) that are used in commercial facilities, public access areas, rental apartments or condominiums, or other business enterprises. This Service Plan does not cover loss of use of the covered Product(s) or consequential or incidental loss of any nature, or any damage caused by civil disturbances, war, or damages caused by acts of God. If any exclusion contained herein is invalid because of any law, regulation, or other legal requirement or interpretation, said exclusion shall not be applicable.

CANCELLATION:

You may cancel this Service Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Service Plan to the Administrator. If You cancel this Service Plan within the first 30 days after receipt of this Service Plan, You will receive full refund, less any claims paid. If You cancel after the first 30 days from receipt of this Service Plan, You will receive a pro-rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed 10% of the price of the Service 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 Service Plan, less any claims paid. The Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. We may not cancel this Service Plan except for nonpayment of the Purchase Price, fraud, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. If this Service Plan was inadvertently sold to You on a Product(s) which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price to You. Coverage under this Service Plan ends when an in-store credit or cash settlement is provided for a covered item in lieu of repairs.

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CLAIMS PROCEDURE:

In the event of any occurrence, which may give rise to a claim under this Service Plan, You must immediately contact the Administrator, toll free at 800-743-4577, Monday through Friday 9am – 5pm EST. You must take the necessary steps to protect Your Product(s) against any further damage. Any covered Product(s) service required for Your Product(s) will be arranged free of charge to You. In-home service will be provided on Your Product(s). An adult (of legal age) must be present at Your home when the on-site service is performed. Some Product(s) may need to be removed from Your home to be serviced. The cost of removal will be covered under this Service Plan.

DEDUCTIBLE:

This Service Plan has no deductible.

TRANSFERABILITY:

This Service Plan is not transferable.

ARBITRATION:

READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN ASPECTS 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 Service Plan, and all of his/her heirs, survivors, assigns and representatives. “We” and “Us” shall mean the Service Plan Provider identified above and shall be deemed to include all of its agents.

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 **Service Plan** or any prior **Service Plan**, and the purchase thereof; and (2) the validity, scope, interpretation or enforceability of this Provision or of the entire **Service Plan** (“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 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 **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 this **Service Plan** was purchased. 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 Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Arbitration Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class.** This Provision shall inure to the benefit of and be binding to **You** and **Us** and shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this **Service 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 arbitration 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 claims.

STATE SPECIFIC REQUIREMENTS:

The following State Specific Requirements apply if Your Service Plan was purchased in one of the following states and supersede any other provision herein to the contrary:

This Service Plan is not available for purchase in the following states:

Alaska, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Hawaii, Idaho, Kansas, Louisiana, Massachusetts, Maine, Minnesota, Mississippi, Montana, North Dakota, Nebraska, New Hampshire, New Mexico, Nevada, Oklahoma, Oregon, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington and Wyoming.

Alabama, Georgia, Illinois, Indiana, Kentucky, Missouri, North Carolina, New York, Ohio, South Carolina and Wisconsin Residents only: If a claim for service has not been completed or if We fail to perform or make payment due under the terms of the Service Plan within 60 days after proof of loss or Your request for performance or payment has been filed with Us, the claim or request can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the toll free number at 1-800-852-2244.

Alabama, Maryland, South Carolina only: The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Service Plan to the Administrator. These provisions apply only to the original purchaser of the Service Plan.

Georgia, and Wisconsin only: “ARBITRATION” IS DELETED IN ITS ENTIRETY. IT IS NOT APPLICABLE TO YOU.

Florida only: All references to an in-store credit are deleted. Should the covered Product be beyond economical repair, You will receive a Product replacement of comparable quality based on the original Purchase Price minus a usage fee. If You cancel this Service Plan, You will receive a refund equal to ninety percent (90%) of the unearned pro rata Purchase Price of the Service Plan, less any claims that have been paid. If We cancel this contract, You will receive one hundred percent (100%) of the unearned pro rata unearned Purchase Price of the contract. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

Georgia only: The first line under **EXCLUSIONS:** is deleted and replaced as follows: “This Service Plan does not cover any or all pre-existing conditions known by You.” No coverage will be provided for the cost of repairs or cleaning carried out by anyone other than the Administrator or its authorized agents, known by You. You may cancel this Service Plan at any time by notifying Administrator in writing or by surrendering the Service Contract to Administrator, whereupon Administrator will refund the unearned pro rata Purchase Price based on the time remaining on Your Service Plan. The effective date of cancellation is the date Administrator receives the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. Administrator may cancel this Service Plan upon thirty (30) days written notice to You or upon ten (10) days notice if cancellation is due to nonpayment by You. Cancellation shall be in accordance with OCGA 33-24-44.

Michigan only: If performance of the Service Plan in interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

Missouri only: If an emergency situation affecting public health, safety or welfare and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Service Plan provisions.

North Carolina only: The purchase of a Service Plan is not required in order to obtain financing. We will not cancel this Service Plan except for nonpayment by You, or for violation of any of the terms and conditions of this Service Plan.

South Carolina only: If in an emergency situation affecting public health, safety or welfare and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions. In the event You have a question or complaint or if the Service Plan Provider does not timely resolve matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134. Coverage afforded under this Service Plan is not guarantee by the Property and Casualty Guaranty Association.

Wisconsin only: If this Service Plan is cancelled for any reason, no claim incurred or paid shall be deducted from the amount of Your cancellation refund. Unauthorized repairs may not be covered. Proof of loss must be provided as soon as reasonably possible. Failure to furnish proof of loss within the time required does not invalidate or reduce a claim, unless We are prejudiced thereby, and it was reasonably possible to meet the time limit. **THIS SERVICE PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**

To review the General Privacy Policy of Federal Warranty Service Corporation, American Bankers Insurance Company of Florida, United Service Protection, Inc. and Assurant Solutions companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

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