

Plan Holder: [John Doe	], [1234 Anywhere Street, SE	], [Any City	], [FL], [33487]
Plan #: [123456789012]	Effective Date: [10/3/2017]	Plan Term: [5] Years from the Effective Date	

**FURNITURE PROTECTION PLAN-FIVE (5) YEARS  
Terms & Conditions**

**DEFINITIONS:** "Plan" means this **Furniture Protection Plan**. "Retailer" means the retailer who sold You this Plan. "Qualifying Item(s)" means **Upholstered Fabric, Microfiber, or Vinyl Furniture, or Solid Surface Furniture**. "We", "Our", "Us" means Risk Assurance Partners, LLC, the obligated service agreement "Provider" for this Plan, whose address is P.O. Box 912, Boynton Beach, FL 33425. "Administrator" means Risk Assurance Partners, LLC, whose address is PO Box 912, Boynton Beach, FL 33425, [1-800-732-5856]. "You" or "Your" means the person(s) named at the top of this Plan. "Effective Date" means the date on which this Plan becomes effective, as identified above.

**PLAN TERM:** This Plan begins on the Effective Date for the Plan Term noted above and is inclusive of the manufacturer warranty.

**ITEMS QUALIFYING FOR SERVICE UNDER THIS PLAN:** This Plan is only available for the Item(s) described above that are purchased concurrent with this Plan and itemized on a sales receipt, which also itemizes Your purchase of this Plan. To be eligible for coverage under this Plan Items must be purchased through a Retailer We authorized to sell this Plan and received by You free of any stains, defects, and damage.

**PLAN COVERAGE:** This Plan covers only the Covered Damages (as defined below) subject to the exclusions on page 2. Each incident of damage to a covered Item must be reported to the Administrator within thirty (30) calendar days of the date You discover such damage.

"Covered Damages" means

Upholstered Fabric and Microfiber Furniture

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Failure of integral electrical components
- Breakage of frames, springs and structural components, (chair joint and chair rung breakage and loosening are excluded)

Upholstered Vinyl and Leather Furniture

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Failure of integral electrical components
- Cracking & Peeling of Top Grain Leather
- Breakage of frames, springs and structural components, (chair joint and chair rung breakage and loosening are excluded)

Wood and Solid Surface areas of the Furniture

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Scratches, Dents, Chips or Gouges that Penetrate the Finish exposing the under layer
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Warping
- Mirror Chipping, breakage & Loss of silvering
- Breakage of frames, springs and structural components, (chair joint and chair rung breakage and loosening are excluded)

**TO OBTAIN SERVICE:** If an Item covered by this Plan becomes damaged as described in the PLAN COVERAGE section above, You may file a claim with the Administrator by calling [1-800-732-5856], emailing [claims@raptns.com], or writing the Administrator at [PO Box 912, Boynton Beach, FL 33425]. When filing a claim You must have Your original receipt showing Your purchase of the Item you are filing a claim on and this Plan, the Plan number (at the top of this page), the date You received (or picked-up) the covered Item, and the date You discovered the damage. You must cooperate with the requests of Administrator in its efforts to perform its obligations under this Plan- failure to cooperate with the Administrator may result in denial of Your claim.

**THE SERVICE PROCESS:** Upon receiving a claim for an Item covered by this Plan, We will provide repair advice and/or products to aid in stain removal or repair of the damage. We may request photos to help determine if You may be eligible to receive a no charge in-home visit by a professional technician or a part or a replacement. If a technician determines that repairs must be made off-site, the damaged Item 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 Item. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will issue a store credit equal to the retail purchase price (excluding taxes and fees) of the damaged Item. You may use this store credit to select a replacement Item at a price equal to or less than that of the damaged Item. We will not replace or otherwise service matching Items that are not damaged and covered under this Plan. We 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 an Item or replacement of an entire Item. Replacement selections must be made at a location operated by the Retailer who sold You this Plan. If the Retailer who sold you this Plan is closed, out of business, or You have moved out of that Retailer's normal delivery area, this Plan will be limited to repair service only or You will receive a pro-rata refund of the purchase price of this Plan based on the elapsed time since the commencement of this 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 a manufacturer's warranty covers damage reported in connection with a claim under this Plan, coverage offered pursuant to this Plan will not apply. Service or replacement is limited to only damaged Items that are specifically named as covered by this Plan and does not transfer to Items replaced under this Plan. Only Items shown on the original receipt that are covered by this Plan and that remain in Your possession are eligible for coverage.

**This Plan does not eliminate the need for routine care and maintenance of the covered Items and such care and maintenance is solely Your responsibility. General soiling and wear and tear (defined as a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and damage that cannot be attributed to a single incident) are not covered under this Plan. Other exclusions apply.**

**DEDUCTIBLE:** There is no deductible required to obtain service under this Plan.

**WHAT IS NOT COVERED:**

- A. This Plan does NOT supersede or replace the manufacturer's warranty for Item(s) covered under this Plan.**
- B. Anything not specifically listed in the "PLAN COVERAGE" section of this Plan.**
- C. Stains or damage caused by transit, delivery, redelivery, and movement between residences.**
- D. Storage or use of any Item outdoors or on patios or screened rooms, for which such Item is not designed, manufactured and marketed specifically for that purpose.**
- E. Stains or damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments or failure to comply with the manufacturer's warranty.**
- F. Stains or damage from acid, bleach, caustic solutions, nail polish remover, mildew, mold, or reoccurring damage as a result of lifestyles even if otherwise covered by this Plan.**
- G. Odors.**
- H. Damage or stains from bodily fluid that build-up over time and/or that are caused by incontinence or other medical condition(s) (other than human or pet body fluid stains that are attributable to a single incident).**
- I. Fading, color loss, and/or discoloration of fabrics and surfaces that become worn or soiled from everyday use.**
- J. Pet damage and/or claw marks (other than pet bodily fluids), such as damage from teeth, claws, or beaks, etc.**
- K. Normal wear and tear including gradual buildup of soiling, body oil, hair oil, perspiration, or darkened body contact areas.**
- L. Inherent design flaws including but not limited to natural inconsistencies in finishes.**
- M. Failure or loosening of threads or splitting of seams.**
- N. Hard surface scratch, dent, chip or gouge that does not penetrate through the finish.**
- O. Cracking, peeling, or delamination of upholstery and other finishes, unless specifically covered in the "PLAN COVERAGE" section of this Plan.**
- P. Manufacturer's defects of any kind that cause rips, cuts, punctures, color loss, or other damage.**
- Q. Dye lot or texture variation.**
- R. Structural or mechanical damage of any type unless specifically covered under the "PLAN COVERAGE" section of this Plan.**
- S. Damage from willful abuse, mishandling, unauthorized modifications, alterations or repairs or misuse.**
- T. Damage to motors or electrical components unless specifically covered under the "PLAN COVERAGE" section of this Plan.**
- U. Stains or damage resulting from add-on products, appliance malfunctions or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, wild animals or insect infestation.**
- V. 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, or any other peril.

- W. Claims arising from any breach of implied or expressed warranty of merchantability or fitness.
- X. Claims arising from any failure to follow manufacturer use, care, or storage instructions.
- Y. Installation, assembly, hookup, removal, and reinstallation, except as determined by Us.
- Z. Any and all conditions that existed prior to the Effective Date of this Plan or prior stains and/or damage that occurred prior to the delivery date of the covered Items.

**THIS PLAN IS NOT AVAILABLE FOR:** "As-is," "pre-owned," showroom-displayed, non-residential, in-home daycare businesses, institutional or commercial use, rattan, bamboo, wicker, indoor furniture used outdoors unless specifically covered under the "PLAN COVERAGE" section of this Plan, plastic (ready to assemble), nubuck, suede, carpets, silk, "X" coded and/or non-color fast fabrics or Items sold without a manufacturer's or distributor's warranty.

**IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING LOSS OR DAMAGE TO PERSON OR PROPERTY ARISING FROM THE USE OF, OR INABILITY TO USE, OR FROM THE REPAIR OR REPLACEMENT OF AN ITEM.**

**LIMIT OF LIABILITY:** Our cost and liability to provide service, repair, or replacement under this Plan is limited to the purchase price of each covered Item, excluding tax and delivery costs paid during the purchase of a covered Item. In no event shall Our liability under this Plan exceed [\$15,000] in the aggregate.

**CLASS ACTION WAIVER:** EACH PARTY HEREBY AGREES TO WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION PROCEEDING, WHETHER AT LAW OR EQUITY, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, REGARDLESS OF WHICH PARTY BRINGS SUIT, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES (INCLUDING OUR AFFILIATES AND ASSIGNS) WHICH ARISE OUT OF OR ARE RELATED IN ANY WAY TO THIS PLAN, OUR PERFORMANCE UNDER THIS PLAN, OR OUR AGENT'S PERFORMANCE UNDER THIS PLAN.

**CANCELLATION:** This Plan may be cancelled by You for any reason. To cancel this Plan, contact the Administrator toll-free at [1-800-732-5856]. If You cancel this Plan within the first thirty (30) days after purchase of this Plan and no claims have been made hereunder, You will receive a full refund of the Plan purchase price. If You cancel this Plan after the first thirty (30) days of purchase or if a claim has been made hereunder, You will receive a pro-rata refund of the purchase price of this Plan calculated based on the elapsed time since the commencement of this Plan, less any claims paid. If We cancel this Plan We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Plan. If You financed the purchase of this Plan, any refund due as a result of cancellation of this Plan will be paid directly to the lender of record.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to pay any claim, provide service, or fail to replace the *Item(s)* under the terms of this Plan within sixty (60) days after the Item has been returned, or in the event You cancel this Plan and We fail to refund the unearned portion of the Plan purchase price, You are entitled to make a direct claim against the insurer, [Universal Underwriters Insurance Company, at 1-888-835-5063 or by mail at 7045 College Boulevard, Overland Park, Kansas 66211].

**IMPORTANT CONSUMER INFORMATION:** If Your *Item* covered under this Plan is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at [P.O. Box 912, Boynton Beach, FL 33425] [Attn: Claims Department] or call [1-800-732-5856] with the date of exchange, make, model, and serial number of the replacement product within ten (10) days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Plan.

**TRANSFERS:** This Plan is not transferable.

**ENTIRE AGREEMENT:** THIS PLAN, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS, AND THE SALES RECEIPT FOR YOUR COVERED ITEM(S), CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US AND YOU AND NO REPRESENTATION,

PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE *ITEMS*, EXCEPT AS REQUIRED BY LAW.

**SPECIAL STATE REQUIREMENTS: Regulation of service agreements, like this Plan, may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations. The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.**

**Alabama:** If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within forty-five (45) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan. Any refund may be credited to any outstanding balance on Your account and the excess returned to You. Risk Assurance Partners, LLC., is the Provider of this Plan.

**Arizona: CANCELLATION** - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

**Arkansas:** If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within forty-five (45) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan.

**California:** This Plan may be cancelled by the Plan holder for any reason, including, but not limited to, the Item covered under this Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Plan, and cancellation notice is received by the Administrator within sixty (60) days of the date You received this Plan, and You have made no claims against this Plan, you will be refunded the full Plan price; or if Your Plan and cancellation notice is cancelled by written notice after sixty (60) days from the date You received this Plan, You will be refunded a pro-rated amount of this Plan's price, less any claims paid. If You request cancellation of this Plan and the refund is not paid or credited within thirty (30) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan.

Risk Assurance Partners, LLC., [License No. SA-1] is the Plan Administrator and Risk Assurance Partners LLC., [License No. SA-42] is the Provider/Obligor for this Plan.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Plan. You may cancel Your Plan if the covered product is sold, lost, stolen, or destroyed. **PLAN ("SERVICE AGREEMENT") HOLDER'S RESPONSIBILITY:** It is the responsibility of this Plan holder to follow the manufacturer's specifications for the use and care/maintenance of the **Qualifying Item**. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

**Florida:** "We", "Our", "Us" or means Risk Assurance Partner, LLC., License No. [ ] who is the service agreement provider of this Plan, whose address is [PO Box 912, Boynton Beach, FL 33425]. The "Administrator" means Risk Assurance Partners, LLC., whose address is [PO Box 912, Boynton Beach, FL 33425]. This Plan is between the Provider, Risk Assurance Partners, LLC., License No. [ ] and You, the purchaser. You may cancel Your Plan by informing the selling Retailer or the Administrator, Risk Assurance Partners, LLC., of Your cancellation request. In the event this Plan is canceled by You, 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 Your behalf. In the event this Plan is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You under this Plan are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** The Administrator may not cancel this Plan except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Plan will be interpreted and enforced according to the laws of the state of Georgia. 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 You will receive a full refund of the purchase price paid by You for this Plan. In no event will claims be deducted from any refund. **PRE- EXISTING** - Any reference to Pre-existing conditions within this Plan is amended as follows: "Pre-existing conditions known to You."

**Hawaii:** If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within forty-five (45) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every

thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan.

**Indiana:** Your proof of payment to the issuing vendor for this Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (Z) is deleted and replaced with the following: "This Plan does not cover any and all pre-existing conditions known to You that existed prior to the effective date of this Plan or prior stains and/or damage that occurred prior to the delivery date of the covered *Item*."

**Minnesota:** If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within forty-five (45) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan.

**New York:** If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within thirty (30) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan.

**Texas:** Risk Assurance Partners, LLC. Service Contract Administrator [No. 187]. If You have any questions regarding the regulation of this Plan Provider or a complaint against the Obligor (Provider), You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Plan within thirty (30) days of the date of purchase of this Plan. If this Plan is cancelled within the first thirty (30) days, We will refund the entire Plan charge, less claims paid. If this Plan is cancelled after the first thirty (30) days, You will receive a pro-rata and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of this Plan to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which this Plan is canceled. These provisions apply only to the original purchaser of this Plan. If We cancel this Plan, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Plan Holder to the Provider or the Provider's Administrator, or a substantial breach of duties by the Plan Holder relating to the covered product or its use. If We cancel this Plan, no cancellation fee shall apply.

**Wisconsin: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Plan at any time. We may only cancel this Plan for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Plan, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Plan is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price. If this Plan is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid. If You request cancellation due to a total loss of Your product which is not covered by a replacement under the terms of Your Plan, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid. If You request cancellation of this Plan within thirty (30) days of the purchase date of this Plan and the refund is not paid or credited within forty-five (45) days after return of this Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of this Plan. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless the Provider is prejudiced thereby and it was reasonably possible to meet the time limit.

**Wyoming:** This Plan is not available in Wyoming.