



SUMMARY OF YOUR PEACE OF MIND COVERAGE

If the new Power Base covered by this plan becomes damaged as described during normal RESIDENTIAL use and you cannot correct the damage using procedures provided by us, ProtectAll or the retailer, the affected area or damaged part will be repaired or replaced. You may be required to ship the damaged part to a designated facility at your cost. We will pay for any shipping or transportation cost to send the repaired or new part back to you. At our sole discretion, if we cannot repair the damage or replace a damaged part, the complete Power Base will be replaced with the same or a similar Power Base having an equal retail purchase price as the damaged Power Base.

WHAT YOU NEED TO DO

Call each time an accident occurs. Allowing damages to accumulate without notifying ProtectAll will result in a denied claim. You must call within 30 days of discovering the damage.

Contact ProtectAll by phone or online: **1.800.427.7378** or **www.myprotectall.com**

Please read the plan for complete coverage details. In cases where there is a discrepancy between this document and the plan, the plan will govern.

The coverage period for this 10-year plan starts from the date you take possession of your Power Base.

EXCLUSIONS APPLY

- Build-up/accumulation, when damages have been allowed to accumulate. You must call each time an accident occurs, within 30 days of discovering the damage.
- Unauthorized repairs, improper installation or attachments.
- Improper or unauthorized equipment modifications.
- Damage resulting from abuse.
- Pet/animal damage, or rodent/insect infestation.
- Rust, dust, corrosion, defective batteries, or battery leakage.
- Cleaning or preventive maintenance
- Non failure problems, including but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not Power Base failures.

See warranty for details on coverage and exclusions.

PROTECTION COVERAGE ESSENTIALS

Failure of:

Motors

Mechanisms

Electrical Components

Sound System

Controllers / Remotes



ADJUSTABLE BASE FOUNDATION PROTECTION PLAN GENERAL TERMS AND CONDITIONS

Administrator shall mean ProtectAll USA, LLC 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180, **1-800-GBS-SERV** 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", License # 44200902). SPS and SUA 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 Adjustable Bed covered by this Service Agreement including the lessor of the Furniture ("Lessor"), if the Adjustable Bed 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 Adjustable Bed Service Agreement. "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. "Adjustable Bed" means the qualifying adjustable bed 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 ten (10) years, with the beginning date commencing on the date of Furniture delivery. Please retain a copy of this Plan and the original receipt for the furniture as it is needed to obtain service.

QUALIFYING FURNITURE: Adjustable base foundation. This Plan is available for a single, new Furniture item only that is sold through a Retailer and used for normal residential purposes. Furniture covered by this Plan must first be received by You from the Retailer free of any damage.

PLAN COVERAGE: The manufacturer of the Furniture may supply a warranty that provides one year or more of coverage for defects in materials and workmanship to bed bases, electrical parts (electronics, electrical components, massage motors, and lift motors) and mechanical parts (other than electrical parts). Such warranty may cover the cost of parts and labor to correct the defect to your adjustable base foundation. Commencing after the expiration of any manufacturer's warranty, this Plan will provide for the repair or replacement of the Furniture's base motor, mechanisms, electrical components, sound system and controllers if damaged due to a defect in materials or workmanship arising out of normal residential use. **Power Surge Protection:** This Agreement provides power surge protection from the date of delivery in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein. To the extent that damages are covered or should be covered under the manufacturer's warranty, they will not be covered by this Plan. Damage to Furniture must be reported within thirty (30) days of discovery to the Administrator in order to be covered.

LTO ARRANGEMENTS: If the Furniture is acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Furniture, however, You will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to You. Any of Your obligations under the Plan shall remain Your responsibility 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 You under the LTO Arrangement and not the Lessor.

HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using procedures provided by Us, ProtectAll or the Retailer, the affected area or damaged part will be repaired or replaced. You may be required to ship the damaged part to a designated facility at your cost. We will pay for any shipping or transportation cost to send the repaired or new part back to you. At our sole discretion, if We cannot repair the damage or replace a damaged part, the complete piece of Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to any Furniture received as a replacement under this Plan. This Plan will not pay any shipping or transportation costs associated with this replacement. 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. **NOTE: This is not a cleaning or maintenance contract.**

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 contacting the Administrator's customer service department at **1-800-GBS-SERV** or online at www.myProtectAll.com. You must have Your: (1) original receipt showing Your

purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our 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, the Administrator or Retailer will provide repair advice and/or Products to aid in the repair of the damage. If the damage persists, at the Administrator's discretion, You may receive a no charge in-home visit by a professional technician. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the 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 otherwise 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 Retailer's 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/service area, this Plan will be limited to repair service only or You may request the Plan be 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 or 55% of the purchase price of the Plan, whichever is more, 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 Furniture.

IMPORTANT EXCLUSIONS: We will not cover the following:

1. Any equipment located outside the United States of America
2. Equipment sold without a manufacturer's warranty
3. Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal residential use and operation of the Furniture in accordance with the manufacturer's specifications and owner's manual, including but not limited to: theft, exposure to weather conditions, water, water leaks, operator negligence, outside contractors, misuse, intentional damage or willful abuse, improper electrical/power supply, etc.
4. Furniture purchased for group homes, assisted living residences, nursing homes, or similar group settings that are used by the general public for short term use
5. Damage from exceeding weight limit restrictions and guidelines for proper distribution of weight as set forth in the user's manual
6. Unauthorized repairs, improper installation or attachments
7. Cosmetic damage to case or cabinetry or other non-operating parts or components
8. Damages as a result of lack of manufacturer specified maintenance, improper or unauthorized equipment modifications, vandalism, pet or animal damage, rodent or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other peril originating from outside the Furniture
9. Any and all pre-existing conditions that occur prior to the effective date of this contract
10. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements
11. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used
12. Failures to Furniture caused by any installation that prevents normal service
13. Failure to use reasonable means to protect your Furniture from further damage after damage occurs
14. Mattresses, futons, inflatable mattresses, frames, cabling, cords, addons or items purchased or supplied by the Retailer, as well as consumables such as batteries
15. Furniture with removed or altered serial numbers
16. Repairs recommended by a repair facility not necessitated by mechanical or electrical breakdown
17. Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer
18. Damage or equipment failure which is covered or should be covered by manufacturer or store warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer or retailer is doing business as an ongoing enterprise)
19. Cleaning or preventive maintenance



ADJUSTABLE BASE FOUNDATION PROTECTION PLAN GENERAL TERMS AND CONDITIONS

20. Damages covered by insurance or another service contract
21. Consequential damages or delay in rendering service under this contract or loss of use during the period that the Furniture is at the repair center or otherwise awaiting parts
22. Consumer educational purposes or unsatisfactory power connections
23. Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer
24. Custom installations. (Furniture installed in cabinetry and other types of built-in applications are eligible for service as long as you make the Furniture accessible to the service technician. We are not responsible for dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced Furniture into a custom installation.)
25. Charges related to "no problem found" diagnosis. Non failure problems, including but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not Furniture failures.
26. 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:
 - any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
 - coronavirus (covid-19) including any mutation or variation thereof; or
 - pandemic or epidemic, as declared as such by the world health organization or any governmental authority.

LIMIT of LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of (1) the cost of authorized repairs or (2) replacement of the Furniture with a furniture item of equal or similar features and functionality. In no event will Our total liability for repairs or replacement exceed the lesser of (1) the original purchase price of the Furniture excluding tax and delivery costs paid during the purchase of the Furniture (or) (2) \$10,000.

PROTECTION PLAN PROVISIONS: This Plan is not renewable or transferable and does not supersede any applicable manufacturer's or retailer's warranty. You are the only person eligible for coverage under this Plan. If You do not cooperate with the reasonable requests of Our representative or the Administrator, this Plan becomes void and You will be entitled to 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. Our failure to exercise any 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.

CANCELLATION: You may cancel this Plan at any time. To arrange for cancellation of this Plan, contact the retailer from which You purchased the Plan. If You cancel within the first thirty (30) days of purchasing this Plan, You will receive a full refund, less any claims paid or pending. If You cancel after thirty (30) days of Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less. 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. Our failure to exercise rights under this Plan does not waive those rights. Administrator or We may only cancel this Plan for the following reasons: nonpayment by You of the Plan contract price, fraud, or material misrepresentation. If We cancel this Plan, the Administrator will provide You with written notice of cancellation listing the reason for such cancellation no later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

ARBITRATION: If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Plan.

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.

Insurance Securing this Plan: 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 the 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.

You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS, THE WELCOME LETTER, AND YOUR RECEIPT SHOWING THE PURCHASE OF THIS PLAN AND THE COVERED FURNITURE.

STATE SPECIFIC REQUIREMENTS:

Connecticut Residents: The term of Service Agreement is automatically extended by the length of time in which the Covered Product is in the Obligor's custody for repair under Service Agreement. In the event of a dispute with the Obligor, 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 Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Agreement, at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. 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. If You cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, We shall refund to You the unearned pro rata purchase price, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us. 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. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by Us, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us. You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

New Hampshire Residents: In the event You do not receive satisfaction under Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under Service Agreement are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

PROTECTALL™ Service Center

1-877-332-0647

myprotectall.com