

Silver Protection Plan Overview

- 1. <u>Plan:</u>Includesthisdocumentandallofthetermshereintogether with the sales receipt provided to you by the selling retailer.
- 2. <u>Coverage Term</u>: Coverage under this Plan begins on the date of delivery of the Covered Furniture and extends for 4 years from this date or when our obligations under this Plan terminate according to the terms in this Plan document. The coverage term is inclusive of and does not supersede the manufacturer's warranty.
- 3. <u>Covered Furniture</u>: The item or item(s) for which this Plan was purchased.
- 4. WHAT IS COVERED. This Plan covers Your Furniture for certain structural breakdowns that it is designed to resist and certain incidents of accidental damage from a single incident that occurred during normal residential use as described below:
 - a. Fabric, Leather, and Vinyl Upholstered Furniture:
 - i. All stains caused by a single incident;
 - ii. Punctures, cuts, tears and rips;
 - iii. Burns that are not caused by fire.
 - b. Wood and Other Hard Surface Furniture:
 - Stains from food and beverage caused by a single incident;
 - ii. Liquid marks and rings;
 - iii. Scratches which penetrate the lacquer finish exposing the substrate, gouges, or chips;
 - iv. Burns or heat marks that are not caused by a fire;
 - v. Checking, cracking, bubbling, or peeling of a finish;
 - vi. Chips, scratches, and breakage of glass or mirrors.
- 5. WHAT IS NOT COVERED. This Plan provides no coverage for any of the following:
 - a. Items that are not included in Section 2 "WHAT IS COVERED," including: adjustable bed frames, mattresses (except for futon covers and cushions), suede and nubuck, ready-to-assemble product(s), sinks, plumbing, add-on products, accessories, or attachments;
 - Normal wear and tear, such as: Accumulated soiling from everyday use including body oil, hair oil, perspiration, darkened bodily contact areas, loss of resiliency in seats or foam; loose joints;
 - c. Components and mechanisms integrated into Furniture, including but not limited to: sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks, or others;
 - d. Scratches in leather; cracking and/or peeling of leather; splitting of bicast, bycast or bonded leather;
 - e. Odors; noises; pet damage from teeth, beaks, or claws;
 - f. Stains or damage from unknown origin or any pre-existing

- conditions present at the time of purchase;
- g. Stains caused by repeated incidents of pet or human bodily fluid:
- h. Preventive maintenance;
- . Mold or mildew; fading, color loss, discoloration;
- Manufacturer's defects, unless included in Section 2: WHAT IS COVERED;"
- k. Inherent design defects including, but not limited to: natural inconsistencies in wood grains, wood stains, "X" coded fabrics, non-colorfast fabric, delamination of microfiber;
- Damage resulting from cleaning methods or products other than those recommended by us and/or the product manufacturer, or damage caused by failure to comply with the manufacturer's warranty;
- m. Crushing due to unreasonably excessive loads leading to breakage of structural components;
- n. Furniture areas made or upholstered with customers own material;
- o. Pilling, pulls, snags or fraying of fabric; fringe on area rugs;
- p. Product movement and setup, including: delivery, redelivery, movement between residences or storage, packing, unpacking, installation, assembly, or hookup;
- q. Removal and reinstallation;
- r. Products used for commercial or institutional purposes or furniture used outdoors, such as in a home day-care or in rented or leased property;
- s. Pre-existing damage to 'as-is' or 'pre owned' furniture;
- t. Misuse, abuse, and unauthorized repairs by others;
- u. Damage caused by structural problems, including but not limited to: skylights, roofs, water pipes or appliance malfunctions (including air conditioners and water heaters);
- v. Damage or stains caused by terrorism, fire, flood, water damage, windstorm, hail, earthquake, smoke, insect infestation, collision with another object, corrosion, exposure to the cold, theft, negligence, riot, or any other peril or Act of God;Claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer;
- w. Any circumstances for any indirect, consequential or incidental damages, including loss or damage to person or property;
- Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy, credit card protection program, or other protection Plan;
- 6. HOW TO FILE A CLAIM. You must follow all the procedures

stated below to be eligible for service under this Plan. Your failure to comply may disqualify Your claim.

- a. Eligibility. Read this entire Plan carefully to see if your claim is covered under this Plan. We will determine the coverage eligibility of a stain or damage to Your Furniture utilizing the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. If an authorized technician finds the nature of the stain or damage is different from what You reported to Us, Your claim may not be covered under this Plan.
- b. Within five (5) days of the date that a stain or damage to Your Furniture occurred: You must report that stain or damage to Us. To report the stain or damage to Us, You may either: (a) go to website www.artvan.com, at any time, and follow the directions for submitting a service claim; or (b) Call (800) 662-0038 during normal business hours (Monday through Friday, 9:00 a.m. to 7:00 p.m. or Saturday 9:00 a.m. to 4:00 p.m. eastern time where you can file a claim or request a claim form to be emailed or mailed to You. If You request a claim form and fail to receive a claim form by mail or email from Us within 10 days of Your request, You must notify Us of that failure.
- c. If a claim form has been requested You must complete the form and return it to Us within ten (10) days of when You reported the stain or damage to Us: You must properly complete and mail or e-mail the claim form along with a copy of the sales receipt showing Purchase of both the Plan and the covered Furniture, a copy of this Plan, and photos or other documentation that We may request to show the stain or damage for which You are making a claim.
- d. You will not be charged any deductible or incidental fees under this plan.
- 7. HOW WE DELIVER SERVICE. If you experience a covered stain or damage, we will provide service using one or more of the following procedures:
 - a. We may provide You with a cleaning kit or advice on how You may be able to remove the stain. It is Your responsibility to attempt to clean the stain utilizing the cleaning kit and our instructions.
 - b. We may send an authorized technician to Your home to assess the stain or damage and perform repairs. If the technician's service does not remove the stain or repair the damage to Your Furniture, You must notify Us within 5 days following the date the technician services your Furniture.
- c. We may make repairs at an Art Van repair facility.
- d. We may order a part to repair or replace the affected area of Your Furniture.
- e. We may, at our sole discretion, replace Your Furniture. Replacement may be in the forms described below:
 - i. In the event the retailer where You purchased Your Furniture is no longer in business or has ceased to offer this Plan, We may offer you a comparable replacement item through our online catalog.
 - ii. We may offer a replacement. Replacement means

- to replace the affected area, component, or piece of Furniture. Replacement parts may be new or rebuilt or refurbished as determined by Us. We will attempt to match the color to the areas that We have not repaired or replaced. Dye lots vary and Furniture may fade over time and there may be unavoidable differences in color.
- iii. We may offer you a retail store credit equal to the original purchase price of the Furniture. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected Furniture under this Plan. Store credits are valid for 90 days from the time you are notified the credit has been issued.
- f. We may, at our sole discretion, provide You a cash settlement in an amount agreed upon by You, in lieu of repair(s) or replacement(s);
- g. Replacement, or Your acceptance of a cash settlement fulfills all of Our obligations under this Plan for the Furniture.
- h. In the event that Your Furniture is replaced, Your Furniture becomes the sole property of AVF. You will surrender possession of Your Furniture at the time of delivery of the Replacement Furniture, unless We have agreed to other arrangements with You.
- 8. TRANSFER AND RENEWAL. This Plan is not transferable or renewable.
- 9. CANCELLATION. You may cancel this Plan by calling us at: (800) 662-0038 during normal business hours (Monday through Friday, 9:00 a.m. to 7:00 p.m. or Saturday 9:00 a.m. to 4:00 p.m. eastern time). If cancelled within (30) days, you will receive a refund equal to the purchase price of this Plan. After thirty (30) days, You will receive a pro-rated refund based on the portion of the coverage period that has expired minus the cost of any claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at Your last known address 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-rated premium.

10. LIMIT OF LIABILITY. T	he total limit of liability under this Plan is
equal to the purchase	price of the Covered Furniture.

Invoice Number	
Date	

Important Information

Sales receipt is needed to file a claim. You must report stains or damage within five (5) days after the stain or damage occurs.