



ADJUSTABLE POWER BASE

3 YEAR
PROTECTION
PLAN

Adjustable Power Base 3 Year Protection Plan

1. Plan: Includes this document and all of the terms here in together with the sales receipt provided to you by the selling retailer.
2. Coverage Term: Coverage under this Plan begins on the date of delivery of the Covered Furniture and extends for 3 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. Covered Furniture: The item or item(s) for which this Plan was purchased. Only furniture that retails for less than \$1,000.00 USD is eligible for coverage.
4. **WHAT IS COVERED**. This Plan covers Your Furniture for certain mechanical and structural breakdowns as described below:
 - a. Failure of integral electrical components including wiring, motors, and remote-control devices;
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: mattresses (except for futon covers and cushions), suede and nubuck, ready-to-assemble product(s), add-on products, accessories, attachments;
 - b. 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. Odors; noises; pet damage from teeth, beaks, or claws;
 - d. Preventive maintenance;
 - e. Manufacturer's defects, unless included in Section 2: "WHAT IS COVERED;"
 - f. 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;
 - g. Crushing due to unreasonably excessive loads leading to breakage of structural components;
 - h. Removal and reinstallation;
 - i. Products used for commercial or institutional purposes or furniture used outdoors, such as in a home day-care or in rented or leased property;
 - j. Misuse, abuse, and unauthorized repairs by others;

- k. Damage caused by structural problems, including but not limited to: skylights, roofs, water pipes or appliance malfunctions (including air conditioners and water heaters);
 - l. Damage 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;
 - m. Claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer;
 - n. Any circumstances for any indirect, consequential or incidental damages, including loss or damage to person or property;
 - o. 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;
 - p. Damage caused by power surges;
 - q. Any pre-existing conditions present at the time of purchase.
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 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 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 damage to Your Furniture occurred: You must report that damage to Us. To report the 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. Eastern Time 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 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 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 covered damage, we will provide service using one or more of the following procedures:
- a. We may send an authorized technician to Your home to assess the damage and perform repairs. If the technician's service does not repair the damage to Your Furniture, You must notify Us within 5 days following the date the technician services your Furniture.
 - b. We may order a part to repair or replace the affected area of Your Furniture.
 - c. We may make repairs at an Art Van repair facility.
 - d. 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. 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. Replacement parts may be new or rebuilt or refurbished as determined by Us.
 - 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.
 - iv. 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);
 - e. Replacement, or Your acceptance of a Cash Settlement fulfills all of Our obligations under this Plan for the Furniture.
8. 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.

9. **TRANSFER AND RENEWAL**. This Plan is not transferable or renewable.
10. **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. Eastern Time or Saturday 9:00 a.m. to 4:00 p.m.). 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.
11. **LIMIT OF LIABILITY**. The 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.