



GUARDSMAN
EXCELLENCE IN FURNITURE CARE
SINCE 1915

Area Rug 5-Year Protection Plan

**YOUR SERVICE AGREEMENT
NUMBER IS:**

- Keep this Protection Plan and your original sales invoice in a safe place.
- Any stain or damage must be reported to Guardsman within five (5) business days of the date that the stain or damage occurred. Notify Guardsman by initiating a Service Request at www.guardsman.com, or by calling (800) 253-3957.
- Si usted necesita un Plan de Protección en Español, favor llámanos al (800) 253-3957.
- Si vous nécessitez un Plan de Protection en français, veuillez nous rejoindre au (800) 253-3957.

SERVICE CONTRACT:

This 5-Year Guardsman Area Rug Protection Plan ("Protection Plan") is a Service Contract between you (as the original purchaser and consumer) and The Valspar Corporation, through its Guardsman business unit ("Guardsman"), 4999 36th Street, Grand Rapids, MI 49512, the administrator and provider of this Service Contract.

1. If a stain listed in the "WHAT IS COVERED" section occurs during the term of this Protection Plan, Guardsman agrees to provide Service ("Service") as outlined in the "SERVICE PROCEDURES" section of this Protection Plan.
2. This Protection Plan is not a cleaning or maintenance contract, insurance policy, or your original manufacturer warranty.
3. This Protection Plan is valid for a period of five years ("the Term") from the delivery date of your new area rug.
4. This Protection Plan covers accidental damage from handling, as listed in the "WHAT IS COVERED" section, of your new area rug up to a maximum \$5,000 in retail value.
5. This Protection Plan is only valid for a new area rug that was purchased at the same time as this Protection Plan, and appears on the sales receipt as such.
6. This Protection Plan is non-transferable and not renewable.
7. You must retain this Protection Plan and the sales receipt for both the area rug and this Protection Plan.

WHAT IS COVERED:

This Protection Plan provides Service for any of the following, except for what is listed in the "WHAT IS NOT COVERED" section of this Protection Plan:

1. Any food or beverage stain.
2. Any human or pet bodily fluid stain.
3. Border tear from a specific incident, up to 6 inches in length.

REQUIREMENTS FOR REQUESTING SERVICE:

Failure to meet any of the following requirements can result in a denial of Service under this Protection Plan.

The area rug must have been delivered and installed soil-free and damage-free from the store where it was purchased. You must have performed all routine and preventative maintenance, as recommended by the manufacturer.

1. **Any stain must be reported to Guardsman within five (5) business days of the date that the stain occurred. Notify Guardsman by calling (800) 253-3957, or by initiating a Service Request at www.guardsman.com.**
2. If a spill occurs, simply blot with a clean, dry cloth. If you attempt to clean a spill, you must follow the cleaning methods recommended by the area rug manufacturer, which is to include pre-testing any product in a hidden area.
3. You must complete and return the Service Request Form to Guardsman, along with a copy of the sales receipt and a copy of this Protection Plan within 30 days after reporting your stain or damage.

SERVICE PROCEDURES:

If Guardsman determines that the reported stain is covered under this Protection Plan, Guardsman will perform one or more of the following:

- Guardsman may provide a cleaning kit or advice on how to remove the stain.
- Guardsman may dispatch an authorized technician to remove the stain.
- Guardsman may replace the area rug. Dye lots vary and area rugs may fade over time, so replacement may not exactly match the color of matching area rugs.
- Guardsman may provide for a store credit at the original store where purchased in an amount equal to the original purchase price of the affected area rug. Your Reselection store credit is only valid for 60 days after notification by Guardsman.
- Guardsman may offer a settlement amount up to the original purchase price of the area rug.
- Replacement, Reselection, or settlement will complete your coverage on the Protection Plan. A Replaced or Reselected rug is not eligible for a new Guardsman Protection Plan.
- If you submit a covered claim for a stain that Guardsman is unable to remove and the particular store location where you originally purchased your area rug has closed, no longer carries Guardsman as a supplier, changed ownership, or has stopped selling new area rugs since your purchase, Guardsman will give you a refund of the original purchase price of this Protection Plan which will complete your coverage under this Protection Plan.

Sample

Plan

WHAT IS NOT COVERED: *This Protection Plan provides no Service or benefit for any of the following:*

General

- Any stain that is not specifically listed under the section titled "WHAT IS COVERED".
- When the actions listed in the "REQUIREMENTS FOR SERVICE" have not been followed.
- Any stain of unknown origin or accumulation of stains, damage or a soil buildup (as well as, perspiration, hair, and body oil) that occurs from repeated use rather than from a particular incident.

Ineligible Area Rugs

- Area rugs sold with stains prior to delivery ("as is").
- Stains on non-colorfast area rugs (a rug that loses color when cleaned according to the manufacturer's cleaning instructions).

Improper Maintenance, Care or Misuse

- Stains on the area rug that have not been properly cared for or maintained, as per your manufacturer's warranty.
- Stains resulting from the improper use or misuse of the area rug, including the use of it beyond the purpose for which it had been designed.
- Stains caused by or resulting in mold or mildew.
- Stains, including color loss or color change, caused by cleaning methods other than those recommended by the area rug manufacturer.
- Stains caused by animals, except pet bodily fluid stains. However, repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for Service.
- Stains caused by extensive intentional activities.
- Stains due to extensive activities, including, but not limited to, ink, paint, crayon, marker, or pencil damage.
- Area rugs that show signs of infestation, including, but not limited to, insects, termites, cockroaches, and rodents.

Manufacturer Quality Issues

- Seam separation (seam that comes unstitched or unglued) or fabric flaws.
- Fading, color loss or color change.
- Defects in design, materials or workmanship, except for damage specifically listed in the "WHAT IS COVERED" section.

Non-Household Environments

- Stains that occur during any delivery or installation process, or before the area rug is delivered to your residence.
- Stains that occur while the area rug is not located within your residence.
- Stains that occur while the area rug is in storage, or being moved to or from storage, or between residences.
- An area rug that is, or has been, used for commercial, institutional, or rental purposes, including daycare.

Wear & Tear Caused By Repeated Use (over time)

Damage caused by wear, such as, but not limited to, the following:

- Stains caused by wear.
- Pilling or fraying of rug.

Miscellaneous

- Odors.
- Stains covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy.
- Stains caused by structural problems, including, but not limited to, skylights, roofs, or water pipes.
- Stains caused by appliance malfunctions, including, but not limited to, air conditioners and water heaters.
- Stains caused by fire, smoke, flood, or other natural disaster.
- Stains caused by theft, vandalism, or as a result of any other illegal activity.
- Stains caused by independent contractors, such as, but not limited to, maintenance personnel, painters, or other repair or contractor services.

OBLIGATIONS OF GUARDSMAN UNDER THIS PROTECTION PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. GUARDSMAN IS NOT LIABLE UNDER THIS PROTECTION PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER THE SERVICES PROVIDED UNDER THIS PROTECTION PLAN OR THE AREA RUG COVERED BY THE PROTECTION PLAN.

You have the right to cancel and return this Protection Plan for a full refund of the purchase price within twenty (20) days after delivery of the Protection Plan to you (or after thirty (30) days in **HI & IL** or after sixty (60) days in **CA**). If no Service has been provided under the Protection Plan, the Protection Plan is void and the retailer from whom the Protection Plan was purchased shall refund to you the full purchase price of the Protection Plan. A cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Fifty and 00/100 Dollars (\$50.00) may be deducted from the purchase price, except no fee will be deducted in the following states or where otherwise prohibited by law: **AL, AR, CA, HI, MD, MO, NM, NV, NY, SC, TX, VT, WA, WY**.

To the extent that **NV** law gives you the right to return your Plan after the 20-day period described above, you may request cancellation in writing and Guardsman will give you a pro rata refund based on the time remaining under the Protection Plan, less a cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Twenty-Five and 00/100 Dollars (\$25.00).

In **CA & IL**, the Protection Plan may be cancelled at any time (whether or not you have made a claim) for a pro rata refund based on the time remaining under the Protection Plan, less a cancellation fee equal to the lesser of ten percent (10%) of the Protection Plan price or Twenty-Five and 00/100 Dollars (\$25.00). In **FL**, you may return the Protection Plan at any time for a pro rata refund based on ninety percent (90%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made.

A ten percent (10%) penalty per month shall be added to any refund that is not paid within thirty (30) days of the return of the Protection Plan to the retailer from which the Protection Plan was purchased. The right to return the Protection Plan is non-transferable and applies only to the original Protection Plan purchaser.

You may not cancel this Plan after expiration of the applicable return period described above. This Plan may not be cancelled by Guardsman; although under certain circumstances your coverage may end following resolution of a claim, as described in the "Service Procedures" section on Page 1.

The purchase price of your Protection Plan is listed in your sales receipt. There is no deductible under the Protection Plan. No claims will be paid without prior authorization. You may not sell or transfer your rights under this Protection Plan to another person. Except as provided above, you do not have the right to cancel the Protection Plan if you return the product covered or the product covered is sold, lost, stolen or destroyed. You do not have the right to renew this Protection Plan after it expires.

In the following states, unresolved complaints concerning a registrant or questions concerning the regulation of Service Contract providers may be addressed to: **NY:** Department of Licensing and Regulation at PO Box 121, New York, NY; **NH:** In the event you do not receive satisfaction under this Protection Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or 603-271-2241; **TX:** Department of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711; **SC:** South Carolina Department of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or 803-737-6227.

AR RESIDENTS ONLY: A claim against the provider shall also include a claim for return of the unearned provider fee.

CA RESIDENTS ONLY: 1. Valspar Corporation is the Obligor and a provider. Valspar Industries LLC is the Administrator of the Protection Plan. 2. Any incidental payment of indemnity made pursuant to this Protection Plan is limited to \$250 per year. 3. The obligations under this Protection Plan are backed by a reimbursement policy issued by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601.

WI & UT RESIDENTS: Obligations of Guardsman under the Protection Plan are insured under a Service Contract reimbursement insurance policy. The insurer assuming the obligations of Guardsman in the event of our insolvency or other financial difficulty is Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent or cannot pay a claim within sixty (60) days of your filing it, you are entitled to make a claim under the reimbursement policy directly to Old Republic by calling 1-866-427-3767.

WI & UT RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE STATE INSURANCE COMMISSIONER OR DEPARTMENT.

WI RESIDENTS ONLY: Wisconsin residents are not required to report damage within five (5) business days as stated above, however notice of loss should be made as soon as reasonably possible, and within one (1) year from the date of loss.

SUGGESTED PURCHASE PRICE VALUE: \$1,000.00 or as Shown on Your Sales Receipt