

# 5-Year Preferred Combination Protection Plan



Montage Furniture Services

PD5E -

## To Qualify For Service Under This Plan You Must:

- Report any covered problem by calling 1-800-686-5559 or sending an e-mail with claim details to [service@montagenet.com](mailto:service@montagenet.com) **within fourteen (14) days of first noticing the problem.**
- Provide proof of purchase on request – a copy of your sales receipt that details the retailer, the purchase date, the Plan purchased, the items covered by the Plan and their purchase cost. Any claim that cannot be substantiated by proof of purchase within thirty (30) days of Montage, Inc. requesting such proof of purchase will be voided.
- Provide the Plan number from this certificate on request.
- Do not submit claims to the store from which you purchased the item(s) as it does not provide or administer this Protection Plan.

Montage, Inc. agrees to provide service to the original purchaser of the item(s) covered by this Protection Plan for five (5) years from the date of delivery of the item(s). If, under the terms listed below, an item becomes stained or damaged during normal residential use and you cannot remove the stain or repair the item yourself following the recommended procedures, a professional technician will service the problem at no cost to you. If the covered stain or damage cannot be resolved, Montage, Inc. will, at its sole option, replace the affected portion or the complete item.

Replacement item(s) will be the same as or similar to the original item purchased, provided the price of the replacement does not exceed the original purchase price. One-time replacement of the item(s) is the extent of Montage, Inc.'s liability under this Protection Plan. The replacement item(s) are not eligible for coverage under this Plan. Replacement of a part, a piece of furniture or a set of furniture ends Plan coverage on that part or piece(s). In the event of a partial replacement, any item(s) not replaced remain under coverage for the remaining Term of the Plan.

Replacement parts or complete item(s) will be ordered from the retailer from which you originally purchased the item(s). If the retailer is not able to replace the item originally purchased or provide a satisfactory substitute item, you will be given a refund of the purchase price of this Protection Plan in lieu of replacement and the Plan will terminate.

### Coverage for fabric, leather and vinyl upholstery

#### Stains caused by:

- Food and beverages
- Human and pet bodily fluids
- Ink from pens
- Lipstick
- Nail polish
- Cosmetics
- Tar
- Shoe polish
- Crayon

#### Damage:

- Punctures, rips and burns

### Coverage for case goods and other hard surface furniture

#### Stains caused by:

- Food and beverages
- Human and pet bodily fluids
- Ink from pens
- Lipstick
- Nail polish
- Cosmetics

#### Damage:

- Liquid marks and rings
- Breakage of frames and panels\*
- Cigarette burns
- Household heat marks
- Glass or mirror chipping or breakage
- Loss of silvering on mirrors\*
- Failure of integral electrical components\*

\* These conditions may be covered by the furniture manufacturer's warranty, in which case the coverage provided by this Plan will only take effect after the manufacturer's warranty coverage has expired.

## Exclusions

### This Protection Plan does not cover:

- Any stain or damage not specifically listed under the Coverage section above.
- Any stain or damage occurring prior to or during delivery, while furniture is being moved between residences or into or out of storage.
- Furniture sold "As Is" that is stained and/or damaged at the time of purchase.
- Any stain or damage caused by medical incontinence.
- Damage caused by pets (except bodily fluids as outlined above).
- Damage caused by failure to comply with the manufacturer's instructions for use.
- Stains, color loss or damage resulting from cleaning methods or products other than those recommended by the furniture manufacturer.
- Any stain or damage caused by mold or mildew.
- Any stain or damage caused by any independent contractor, such as but not limited to, plumber, painter or other service or maintenance personnel.
- Any stain or damage caused by sun fade, smoke, fire, flood or other natural disaster, theft, vandalism or illegal act.
- Damage caused by structural problems, appliance malfunctions and any resultant leak therefrom.
- Furniture that is used for commercial, institutional or rental purposes.
- Willful abuse or misuse of the covered item(s); furniture that has been neglected, abused or is in an unserviceable condition.
- Any stain, soiling or damage resulting from everyday use or that has built up over time, e.g. hair, body or suntan oils and/or lotions. Signs of soiling include darkened areas where the body comes into contact with the furniture. These darkened areas are signs of overall soil build-up, which is not covered by this Plan. General maintenance and overall cleaning of the furniture is your responsibility.
- Wear-related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying; color loss or cracking and peeling on any leather or vinyl; splits on bi-cast leather.
- Fabrics with "X" cleaning codes and non-colorfast fabrics and leathers.
- Split leathers used in seat cushions, back cushions or top or inside arm areas; natural markings on leather such as healed scars, insect bites, brand marks or wrinkles; leathers with embossed patterns other than those simulating natural cowhide; suede; non-bovine leathers; nubuck and other buffed leathers.
- Any damage caused by the consumer during the assembly of ready to assemble (RTA) furniture.
- Clock mechanisms.

This Protection Plan is a service contract between you, the consumer, and Montage, Inc. (2200 County Road C West, Roseville, MN 55113), the provider and administrator of this contract. This Protection Plan is not insurance and is not part of any warranty provided by the manufacturer of your furniture. This Protection Plan applies to new fabric, leather and vinyl upholstery and case goods and other hard-surface furniture up to a maximum of \$25,000 in retail value used in a normal, indoor, domestic household situation. This Protection Plan is valid for a period of five (5) years (the Term) from the date of delivery of the furniture you purchased at the same time you purchased this Protection Plan. In exchange for the purchase of this Protection Plan, Montage, Inc. agrees to provide stain removal and/or repair services described above as limited by the exclusions, conditions and qualification requirements described above. The obligations of Montage, Inc. under this Protection Plan are backed only by the full faith and credit of Montage, Inc. No express warranty of fitness or express warranty of any other nature is granted herein. No one is authorized to assume for Montage, Inc. any liability in connection with the sale of this Protection Plan. The duration of all implied warranties is limited to a five (5) year period from the date of delivery of the original furniture.

Your rights under this Protection Plan are your exclusive remedies for any failure of this Protection Plan to comply with any express or implied warranty. Montage, Inc. shall not be liable in either tort or contract for any loss or damage, whether direct, consequential or incidental, arising out of any breach by Montage, Inc. of any express or implied warranty.

Some states do not allow limitations on how long any implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This Protection Plan gives you specific legal rights, and you may also have other rights, which vary from state to state.

You have a right to return this Protection Plan for a refund of the purchase price within ten (10) days after delivery of the Protection Plan to you.

### For South Carolina customers only:

You have a right to return this Protection Plan for a refund of the purchase price within twenty (20) days after delivery of the Plan to you.

This Plan and the obligations stated herein are backed by the full faith and credit of Montage, Inc., and secured by an irrevocable letter of credit pledged to the State of South Carolina, Department of Insurance. You, as the consumer and holder of this Plan, shall be entitled to make a direct claim against the letter of credit provider upon the failure of Montage, Inc. to pay or settle any claim within 60 days after the claim has been filed with Montage, Inc. To make this claim, contact the Office of Special Services, South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202.

### For Alabama customers only:

You have the right to return this Protection Plan for a full refund of the Plan purchase price within ten (10) days of delivery of the Plan to you, if this Plan was provided to you at the time of purchase. If this Plan was mailed to you, you have the right to return this Plan for a full refund of the Plan purchase price within twenty (20) days of the date the Plan was mailed to you. You have the right to cancel this Plan at any time by mailing written notice of cancellation to Montage Furniture Services. No refund will be provided to the Plan holder if the Plan is cancelled after the time period listed above.