

Mississippi: ARBITRATION section of this Agreement is removed.  
North Carolina: CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.  
South Carolina: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

In Georgia Only coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (c) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.  
In South Carolina Only: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

SAM-WSB (03.16)

**The Badcock motto has always been "We will treat you right." We want you as a customer for life and will work hard to earn your ongoing trust by properly administering the Protect It plan. When products do not function properly and require service, this can be a frustrating time. Badcock is committed to making a satisfactory customer experience for you.**

W.S Badcock Corporation  
Corporate Office:  
P.O. Box 497 Mulberry FL 33860  
1-800-Badcock  
www.badcock.com

09-022837-01

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PID 105560

# LIFE HAPPENS

## Protect your furniture



# Protect-it®

Helping you Protect your  
Investment in Home Furnishings

Badcock  
HOME FURNITURE  
&more®

## With Protect • it, you can have Peace

### WHAT IS COVERED?\*

#### *Manufacturer Defects* (not due to an incident or cause)

- Checking, cracking or peeling of the finish on solid or veneered wood or laminated furniture
- Warping, cracking, breaking or separation of frame and frame components such as braces, legs, panels, trim and base molding, drawers and drawer guides, leaf and leaf tracks, tension supports, arms, aprons, pedestal and trestle base and legs, spindles and beam
- The breaking or bending of mechanisms, springs and coils
- Failure of electrical components including clocks, motors and hydraulics

#### *Stains* (due to a single incident)

- Stains to fabric, leather/vinyl as a result of accidental (one time) spill from food, beverage, human or pet biological stains, ball point pen ink and nail polish

#### *Additional Covered Damage*

(due to a single specific incident)

- Accidental Punctures or rips to fabric, leather or vinyl
- Accidental Chipping or gouges to wood and other case good surfaces that penetrate the finish exposing the substrate
- Accidental breakage and loss of silvering to mirrors; accidental breakage of glass
- Minor burn marks to fabric, vinyl or leather from a single incident caused by cigarette, cigar or a tobacco pipe
- Liquid marks or rings to wood, veneered or laminate surfaces from household food or beverages, caused by a single incident
- Heat marks on solid wood and veneered wood and wood laminate surfaces from normal household items, caused by a single incident (Heat marks mean the discoloration, blistering or bubbling of the wood finish due to heat, and does not include char, scorch or singe marks.)

For claims call 1-888-202-5518

**Ask your sales associate for details and  
Protect • it today!**

## With Protect • it , you can have Peace

### WHAT DO YOU GET?\*

- Free parts & labor from date of delivery!
- In-home nationwide service!
- No Deductible!
- Replacement of like kind if the affected item can't be repaired! Protect Your Furniture Investment!

#### \*\*\*\*\* Win-Win added Feature \*\*\*\*\*

Protect your purchase against many of life's little mishaps with the Protect-It program. **PLUS** as an added feature, if you *never* use the Protect-It service on any eligible items on the sales slip during your 3 years of total coverage, Badcock will give you a discount coupon equal to the full Protect-it retail price to use towards a future home furnishings purchase at Badcock! You can have the best of both worlds, protection for your purchase now, and get credit towards a new purchase with Badcock if you did not use it!

**\* it is a WIN WIN!**

**Protect-It Purchase Price	Minimum New Purchase
USD 19.95 – 49.99	USD 499.00
USD 50.00 – 99.99	USD 999.00
USD 100.00 – 199.99	USD 1299.00
USD 200.00 or more	USD 1499.00

#### \*\*\*\*\* Win-Win added Feature \*\*\*\*\*

Minimum purchase amount will apply to discount coupon. You are not obligated to purchase a new Protect-It plan with the Win-Win feature minimum new merchandise purchase. \*\* Cannot be combined with any other offer or discount. Prices and Specifications subject to change without notice.

\*"The Win-Win customer feature is an agreement solely between you and W.S. Badcock and is not a benefit provided under this agreement, by the obligor or insurer".

**Ask your sales associate for details and  
Protect • it today!**

WHAT IS NOT COVERED): We will not cover loss or damage caused by the following: (a) Any stain, loss or damage not specifically listed under "WHAT IS COVERED" (no other stain, defect or damage will be covered under this Agreement); (b) Product repairs that should be covered by the manufacturer's warranty or Seller's Guarantee, or are a result of recall, regardless of the manufacturer's or Seller's ability to pay for such repairs; (c) Pre-existing conditions that occur prior to the effective date of this contract and/or any product sold used, damaged or "AS-IS"; (d) Periodic checkups, preventive maintenance, lubrication and general cleaning as directed by the manufacturer; (e) Parts or repairs due to normal wear and tear; damage caused by You in the assembly of RTA (ready-to-assemble) furniture; (f) Except as noted in "WHAT IS COVERED", damage from accident, abuse, misuse, mishandling, introduction of foreign objects into, on or about the covered product, modifications or alterations to a covered product; failure to follow the manufacturer's instructions; external causes of any kind, including without limitation, third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water. (g) Incidental, consequential or secondary damages or delay in rendering service under this Agreement, or loss of use during the period that the covered product is at an authorized service center or otherwise awaiting parts; (h) Any product used in a commercial setting or rental basis; (i) Failures that occur outside of the 50 contiguous states of the United States of America and the District of Columbia; (j) Nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; accessories used in conjunction with the covered product such as pillows; buttons; (k) Unauthorized repairs and/or parts; (l) Service where no problem can be found; noises or squeaks; Any malfunction, damage or disrepair not occurring or reported within the term of this agreement; (m) Damage to brass or other plating, pictures, lamps or accessories; faux stone, granite and marble; (n) Seam separation of any kind, including fraying, tearing or shredding of fabric; decorative stitching; loss of foam resiliency in cushion cores, backs and arms; (o) Compressed paper-board, paper veneered and paper laminated surfaces; (p) Rattan, wicker and plastic furniture; Mattresses, box springs and bunkies; and (q) Bodily injury; damage to personal property; (r) Additional exclusions specific to Your Covered Product:

SPECIFIC TO MANUFACTURER DEFECTS: (a) Products not originally covered by a manufacturer's warranty; (b) Natural grains and/or markings on wood and/or leather, including but not limited to scars, insect bites, brand marks, embossing, wrinkles; stress tears; split leathers used in seat cushions, back cushions or top inside arm areas; suede, buffed or nubuck leathers; cracking, peeling or scaling of leather and vinyl; (c) Except as noted in "WHAT IS COVERED", Fabric; tears and wear-through, punctures, scratches, dents, burns, dirt, or color-fading or discoloration; zippers and (d) Shrinkage from cleaning; Rust or corrosion.

SPECIFIC TO STAINS & ACCIDENTAL DAMAGE: (a) Stains or damage resulting from dye; bleach, paint, acid or corrosive products; nail polish remover; chewing gum; accumulation and buildup of stains and soil over time, including darkened areas where the body comes into contact with the upholstery; perspiration and body or hair oils; fading, soiling or damage caused by pets (other than bodily fluids); damage from use of cleaning products not approved by the manufacturer or Us; normal soiling; mold and mildew; stains of unknown origin; "X" coded and non-colorfast fabrics and leather; stains or damage to the material caused by the owner's failure to use reasonable caution and care to protect the covered product; and (b) Stains or damage occurring prior to and during delivery or setup of your covered product, or when the product is in storage, or being moved into or out of storage, or being moved within or between residences; dye transfer; stain or damage from cleaning products not approved by the manufacturer; stains caused by medical incontinence; stains or damage caused by independent contractors or maintenance personnel; stains from leaks in appliances, sky lights or roof.

#### CONDITIONS:

Renewal: The Furniture Repair Plan is not renewable.

Transferability: This Agreement is transferable at no charge by the original purchaser for the balance of the original extended protection period.

The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferable. This Agreement does not replace the manufacturer's warranty. Territories: The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

Arbitration: In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding.

Cancellation: You must return to the Selling Retailer or to US for a refund. You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You will receive a full refund. If You cancel after thirty (30) days of receipt of Your Agreement You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

INSURANCE: THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

#### STATE REQUIREMENTS AND DISCLOSURES:

Alabama: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (C) is removed and replaced with: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PREVIOUSLY DAMAGED PRODUCT.

3YR YEAR AGREEMENT - FURNITURE & UPHOLSTERY  
THIS IS NOT A CONTRACT OF INSURANCE

Please read this Agreement carefully, as it describes the protection You will receive in return for payment by You. You must keep this Agreement, Your sales invoice and receipt for the product purchased. They are integral parts of this Agreement and You may be required to produce them to obtain service. You must maintain Your covered product as recommended by the manufacturer's warranty or Furniture Care Instructions. Refer to the Declarations Page or Your sales invoice or receipt to determine the term of this Agreement and whether there is a deductible in order to obtain service. The purchase of this Agreement is not required to either purchase Your product or to obtain financing. Any person who knowingly and with intent to injure, defraud or deceive any insurer and files a statement of claim or any application containing false, incomplete or misleading information is guilty of a felony of the third degree.

**DEFINITIONS:**

- (1) "We", "Us" and "Our" mean the company obligated under this Agreement, 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (888-202-5518);
- (2) "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser;
- (3) "Administrator" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (888-202-5518);
- (4) "Selling Retailer" means the merchant selling the Covered Product and this Agreement; and
- (5) "Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement.

**FURNITURE REPAIR PLAN**

**TERM:** The term of this Agreement begins on the date Your Product is delivered and continues for the period indicated on the face of this Agreement, the Declarations Page, or Your sales receipt or invoice. Coverage for Stains and Accidental Damage is effective upon date of delivery. Coverage for manufacturer defects is effective upon the expiration of the shortest portion of the manufacturer's warranty and Selling Retailer's guarantee. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER WARRANTY OR SELLING RETAILER'S GUARANTEE ON YOUR COVERED PRODUCT.** In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

**WHAT IS COVERED:** We will cover only the following defects or damage to Your Product:

**Manufacturer Defects:**

- (a) Checking, cracking or peeling of the finish on solid wood, wood veneered or wood laminated furniture;
- (b) Warping, cracking, breaking or separation of frame and frame components such as braces, legs, panels, trim and base molding, drawers and drawer guides, leaf and leaf tracks, tension supports, arms, aprons, pedestal and trestle base and legs, spindles and beams (except faux stone, marble and granite);
- (c) The breaking or bending of mechanisms, springs and coils; and
- (d) Failure of electrical components including clocks, motors and hydraulics.

**Stains:**

- (a) Accidental stains, except as noted in "WHAT IS NOT COVERED", to area rugs, fabric, vinyl or leather (except nubuck, suede and buffed leather) as a result of normal spills from food and beverage and human or pet biological stains (except perspiration and hair and body oils); ball point pen ink, nail polish.

**Accidental Damage:**

- (a) Accidental Punctures or rips to fabric, leather or vinyl from external causes caused by a single incident;
- (b) Accidental Chipping or gouges to wood and other case good surfaces (except faux stone, marble or granite) that penetrate the finish

exposing the substrate;

- (c) Accidental breakage and loss of silvering to mirrors; accidental breakage of glass;
- (d) Minor burn marks from a single incident caused solely by cigarette, cigar or a tobacco pipe;
- (e) Liquid marks or rings to wood, wood veneered or wood laminate surfaces caused from household food and beverages, caused by a single incident; and
- (f) Heat marks on solid wood, wood veneered and wood laminate surfaces from normal household items, caused by a single incident. Heat marks means the discoloration, blistering or bubbling of the wood finish due to heat, and does not include char, scorch or singe marks.

Parts will be replaced at Our option with those of like kind and quality as determined by Us, and may be new or remanufactured. We do not guarantee color match on fabric, leather, vinyl or wood finishes. If the covered product (1) cannot be repaired, (2) if the cost of the repair exceeds the original purchase price, or (3) if the parts are no longer available or are discontinued by the manufacturer, Your affected item will be replaced with a product of similar features as determined by Us, not to exceed the purchase price of the covered product, excluding sales tax, delivery and installation costs. **YOU ARE RESPONSIBLE FOR ANY SALES TAX, DELIVERY AND INSTALLATION COSTS ASSOCIATED WITH A REPLACEMENT ITEM.**

**LIMIT OF LIABILITY:** Our limit of liability for Your Covered Product is the lesser of the cost of authorized repairs, or replacement with a product with similar features as determined by Us, provided however, in no event will Our total liability for repairs or replacement exceed Your purchase price for the Covered Product, excluding sales tax, delivery and installation. Upon replacement, We no longer have any obligation for the replaced product under this Agreement. Service costs, trip charges, breakdown charges, inspection fees or estimates for repairs not covered under this Agreement are Your responsibility.

**HOW TO GET SERVICE:** You must Contact the Administrator for authorized service within seven (7) days of noticing the defect or damage to Your covered product. Call Us toll-free at 888-202-5518 between the hours of 8:00 AM and 5:00 PM eastern standard time Monday-Friday, or go online to [www.4repairs.net](http://www.4repairs.net). Prior to OUR dispatching service to Your location, We may request that You provide US with pictures of your defective or damaged Product. There may be a deductible required to obtain service for Your Covered Product as indicated on the Declarations Page of this Agreement. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number before we dispatch service to your location. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge. Except for delivery damage, if You refuse delivery of Your replacement item you will be reimbursed the purchase price of this Agreement and We will have no further liability.

In-Home Service will be performed in Your home whenever possible. The authorized service center may opt to remove Your Covered Product to perform service in-shop and will return the Covered Product upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) miles or the normal service radius of the authorized service center are not covered by this Agreement, and are Your responsibility. If You are not within one of the Administrator's authorized service areas, You may request termination and refund of the Agreement sales price subject to the cancellation provision in this Agreement. If You choose, the Administrator will provide service at the nearest service location and You must provide the necessary deliveries and pickups at Your expense. Service is available during the regular business hours of the servicer. We do not guarantee days or time of service. We will not be liable for any damages arising out of delays, either before or after a day or time of service is agreed upon. You must make the product reasonably accessible to the repair person. If the product is not accessible, We may decline to provide service or assess You an additional charge, proportionate with the difficulty in working on the product.