

TOTAL PERFORMANCE PLAN

Protection for your product and your peace of mind.

APPLIANCES



Nebraska
Furniture Mart
furniture flooring appliances electronics

OUR PROMISE If we can't fix it, we'll replace it.¹

TOTAL PERFORMANCE. TOTAL PEACE OF MIND.

Our everyday lives run seamlessly thanks to major home appliances, and enjoying their modern convenience and wizardry usually means you've made a significant investment.

So when the unexpected happens, a mechanical failure, broken handle or a cracked window can ruin both your budget and your state of mind.

THAT'S WHY THE TOTAL PERFORMANCE PLAN COVERS:



Refrigerators and Freezers



Laundry



Dishwashers



Ranges



Microwaves



OUR PLANS INCLUDE BENEFITS ABOVE AND BEYOND THE MANUFACTURER'S WARRANTY

DEPENDABILITY

100% COVERAGE ON FUNCTIONAL PARTS AND LABOR

Including mechanical and electrical failures due to defects in workmanship after the manufacturer's warranty expires.

UP TO \$1,000 POWER SURGE PROTECTION

From date of purchase and over the life of the plan – an additional benefit that's not covered by the manufacturer.

NO-LEMON PROTECTION

If the same component fails more than three times after the manufacturer's warranty expires, we'll replace the product or provide a reimbursement.

CONVENIENCE

EASY 24/7 CLAIMS PROCESS

Visit nfm.assurantcustomerportal.com to start your claim.

CONVENIENT IN-HOME OR BOX-SHIP SERVICE ON MAJOR APPLIANCES²

Enjoy worry-free repair options without having to leave home.

TRANSFERABLE COVERAGE

Easily transfer the plan to a new owner at no charge – great for family members, gift-giving or equipment resale.

¹ Replacement will be a product of like kind and quality or you may be provided with an amount equal to the purchase price of the product.

² No shipping charges with in-home or box-ship service for repairs performed under the plan.

ADDITIONAL BENEFITS PREMIER PLAN

DELIVERY, INSTALLATION AND HAUL-AWAY SERVICE

Complete, in-home service for a worry-free experience, available when your product is replaced after the manufacturer's warranty expires.

ACCIDENTAL DAMAGE FROM HANDLING (ADH) COVERAGE³

No more worrying about broken handles and hinges, or accidentally damaged glass and windows. ADH gives you the freedom of using and handling your appliances with confidence.

REFRIGERATOR AND FREEZER PLAN

FOOD SPOILAGE ALLOWANCE

Covers up to \$200 (\$350 with Premier plan) per occurrence, with proof of food replacement, as a result of a covered non-cooling failure. Coverage begins from the date of purchase.

OPTIONAL COMPRESSOR COVERAGE

Includes up to 10 years of protection on your compressor and sealed systems, and may be purchased alone or with either the Standard or Premier plan.⁴

ALL OUR PLANS COME WITH OUR PROMISE

If we can't fix it, we'll replace it.

³ Refer to Terms and Conditions to verify if ADH is available on your product. ADH coverage begins 30 days after you purchase the Premier Total Performance Plan. A \$99 deductible applies if labor or service call is required.

⁴ Limited to two replacements of compressor and/or sealed system components. If compressor coverage is purchased by itself, coverage begins on date of purchase. If purchased along with a Total Performance Plan, coverage begins after the expiration of the Total Performance Plan and lasts 10 years from the original date of purchase.

SOME OF THE ITEMS COVERED BY ACCIDENTAL DAMAGE FROM HANDLING INCLUDE



Racks, Door, Hinges



Control Panel, Door, Rubber Seals



Turntable, Handles, Control Panel



Racks, Doors, Hinges, Control Panel

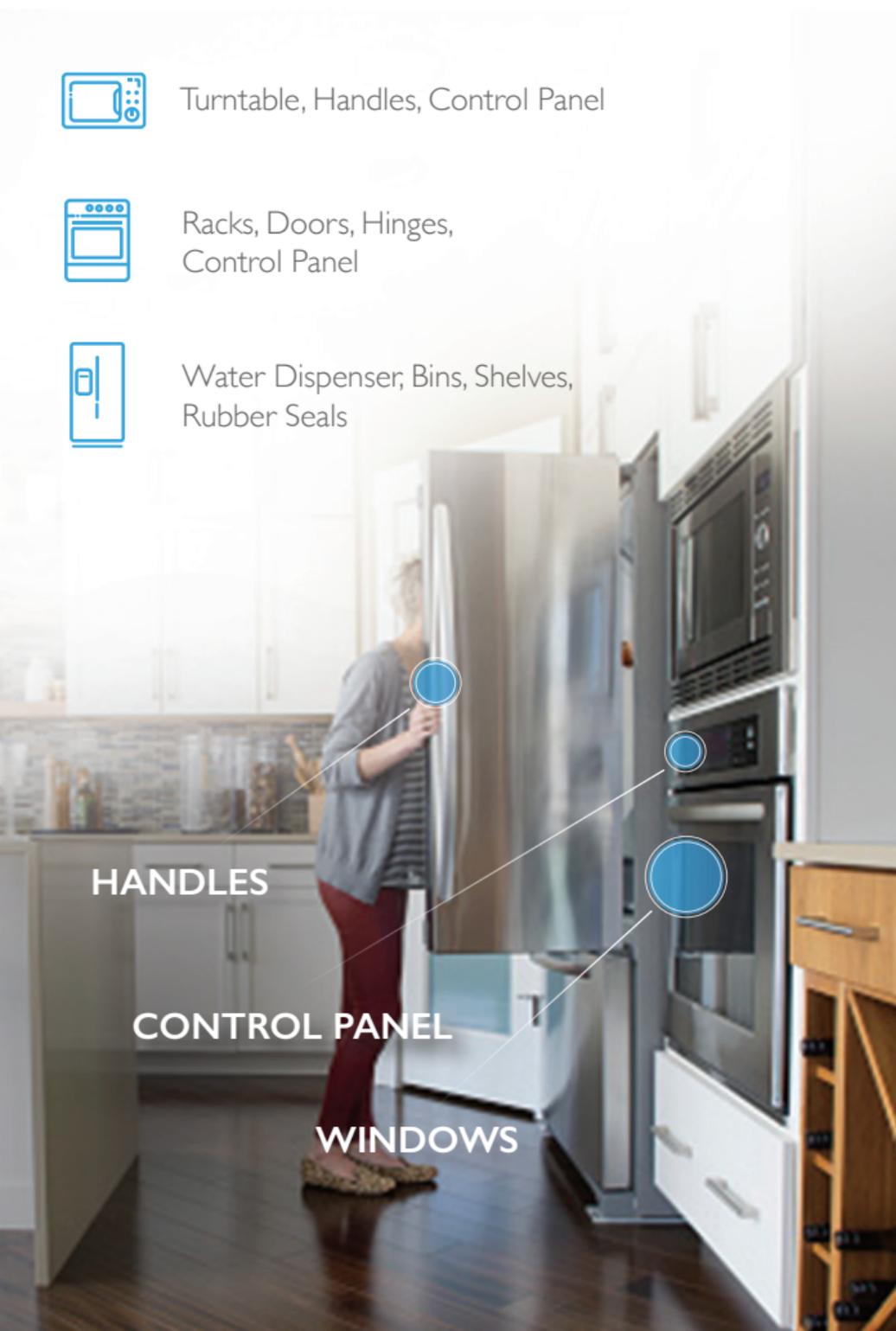


Water Dispenser, Bins, Shelves, Rubber Seals

HANDLES

CONTROL PANEL

WINDOWS



NEED TO FILE A CLAIM?

Visit nfm.assurantcustomerportal.com

Protection provided by



ASSURANT[®]

Nebraska Furniture Mart is not the Obligor of this Plan.
Please refer to the enclosed Terms and Conditions
for coverage details.

Provided by Federal Warranty Service Corporation.
Backed by American Bankers Insurance Company of Florida.

Total Performance Plan Terms and Conditions for Appliances

This Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

Congratulations! You have Contract coverage on Your Product. This document contains the terms and conditions about the Contract – what’s covered, what’s not, how to contact Us, etc. It’s not as scary as it may look and it is worth reading.

We want to highlight a few things. It’s all important, and You should read all of it, but We want to make sure You see these things first:

Please keep this Contract and Your sales receipt together and in a safe place. In order to file a claim in the future, You may need this Contract and Your sales receipt for the Product and Contract – so hang on to them (pro tip: staple Your sales receipt to this Contract) and store them together in a safe place.

If You need service for a covered Breakdown, call 1-866-864-8742. We are available 24-hours a day, 7 days a week. You must call the Administrator prior to having service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. Please do not return the Product to Nebraska Furniture Mart unless instructed by the Administrator.

If the Product is still covered under the manufacturer’s warranty, contact the manufacturer first. THIS CONTRACT EXCLUDES COVERAGE FOR ANYTHING COVERED BY YOUR MANUFACTURER’S WARRANTY BUT MAY PROVIDE SOME ADDITIONAL BENEFITS ON TOP OF WHAT THE MANUFACTURER OFFERS.

Your sales receipt shows Your Product coverage dates under this Contract.

Definitions

The following section provides definitions for certain terms used in this Contract:

- **Administrator** means Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689 or 1 (866) 864-8739.
- **Breakdown** means a covered, mechanical or electrical failure of the Product caused by defects in workmanship and/or materials or power surge.
- **Contract** means these terms and conditions and the sales receipt for this Contract and the Product.
- **Contract Purchase Price** means the price paid by You for the Contract and is listed on the sale receipt.
- **Premier Appliance Coverage** means additional benefits if purchased by You and included in this Contract.
- **Product** means the item listed on the sales receipt that is covered by this Contract.
- **Provider/We/Us/Our** means Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689 or 1 (866) 266-9459.
- **You/Your** means the owner of the Contract and Product.

Key Benefits

This Contract covers costs (both parts and labor) needed to repair Your Product and return it to normal working condition after a Breakdown. We have several service options and depending on the situation or Contract purchased, We will choose to either:

- **Repair the Product** in Your home or, if it is necessary, at a repair facility (We'll pay for shipping and We may use non-original manufacturer parts or re-manufactured parts for the repair);
- **Authorize You to carry** Your Product into a repair facility (for smaller appliances);
- **Provide a replacement** Product of like kind, quality and function; or
- **Provide You with an amount** equal to the retail purchase price of the Product.

This Contract may include a few other benefits You should know about as well. This Contract goes beyond just covering repair (or replacement) costs. Depending on the type of Product You purchased, this Contract may also include:

- Coverage on aftermarket ice makers purchased at the same time as the Product if installed by Nebraska Furniture Mart.
- Food loss up to \$200 for each Breakdown resulting in a non-cooling failure, with proof of food replacement. Coverage increases to \$350 if You purchased the Premier Appliance Coverage.
- Coverage for damage from power surge as determined by Us up to a maximum of \$1,000 over the life of this Contract.
- If You purchased the Premier Appliance Coverage and Your Product cannot be repaired and needs to be replaced as determined by the Administrator, delivery, removal, and professional re-installation labor for the replacement is covered. This benefit begins after the manufacturer's warranty period.
- If You purchased the Premier Appliance Coverage, this Contract includes coverage for components due to accidental damage. Accidental damage coverage includes parts and labor for the following components: broken, bent or accidentally damaged buttons, knobs, switches, consoles, hinges, handles, locks, latches, racks, dish drawers, silverware baskets, wheels, spray arms, handles, seals, gaskets and boots, drain pan, power cord, rotor, cooktops, burners, heating elements, glides, guides and wheels, windows or glass, dispensers, vanes and baffles, lint filters, agitator, shelves, bins, drawers, doors, ice buckets, light covers, turntable assembly and tray. Accidental damage excludes cosmetic damage such as dents, dings, and scratches that do not impact the operation of the Product. The accidental damage coverage begins 30 days after Your Contract purchase date. If labor or a service visit is required on accidental damage claims there is a \$99 deductible due from You prior to service. If We are unable to replace the component, We will, at Our sole discretion, provide You with a check or store credit for the retail value of that component.
- If You purchased the ten-year (10) compressor coverage with another refrigerator TOTAL PERFORMANCE PLAN, this Contract's compressor coverage will begin after the other TOTAL PERFORMANCE PLAN expires and last a total of ten (10) years from original date of purchase.
- If you purchased the compressor coverage only, coverage for this Contract will begin on the date of purchase.

- Compressor Coverage provides coverage on the sealed systems with your Product and is limited to two (2) replacements of the compressor and/or sealed systems, including the **evaporator, condenser, and connecting tubing.**

There is no deductible under this Contract. If Your Product has a Breakdown, there's no additional cost to You for service beyond what You paid for this Contract.

This Contract includes a No Lemon Policy. If the same part fails three times and We decide Your Product needs a fourth repair, this Contract covers replacement of or reimbursement for Your Product. Failures during the manufacturer's warranty or the servicer's warranty period do not count towards the No Lemon Policy.

You can transfer this Contract if You ever sell or give away the Product. It's easy to transfer the Contract to the new owner. Just write to or call the Administrator with the new owner's contact information, the Contract number and date of transfer.

Exclusions

Some things are not covered under this Contract. Here is a list of the types of things not covered:

- 1. Any special, indirect, incidental or consequential damages, such as loss of use during repair.**
- 2. Pre-existing conditions**
- 3. Accidental damage (unless the Premier Appliance Coverage is purchased), abuse or misuse as determined by Us**
- 4. Unauthorized modifications or alterations**
- 5. Failure to follow manufacturer's instructions**
- 6. Third-party actions (fire, collision, vandalism, theft, etc.)**
- 7. Acts of God**
- 8. War, riots or civil commotion**
- 9. Damage caused by defective batteries**
- 10. Accessories and supplies, including exterior pipes and plumbing**
- 11. Damage to commercially used products as determined by Us, unless this Contract is specifically endorsed to cover commercial use**
- 12. Damage covered by any other warranty or service contract or insurance (but We will pay Your deductible if there is one)**
- 13. Cost of installation or removal of the Product (unless You have in-home service and We must remove Your Product for repairs)**
- 14. Periodic checkups and/or maintenance**
- 15. Food loss resulting from anything other than a cooling system Breakdown; food loss while under servicer warranty.**
- 16. Damage to personal items related to a covered Breakdown**

- 17. Products not originally covered by a manufacturer's warranty**
- 18. Non-functional or cosmetic parts that don't serve a mechanical or electrical function, as determined by Us**
- 19. Scratches, peeling or dents**
- 20. Unauthorized repairs or parts**
- 21. Parts failures covered by a manufacturer's recall**
- 22. Warping, rusting or corrosion of any kind.**
- 23. Products with removed or altered serial numbers**
- 24. Parts considered consumable by the manufacturer, as determined by Us**
- 25. Damage occurring during the term of this Contract and not reported within 30 days of the expiration of this Contract**
- 26. Any loss that is not covered by the benefits listed on this Contract**

Limit of Liability

For any single claim, the limit of liability under this Contract is the least of the cost of (1) authorized repairs, (2) replacement, or (3) the Product retail purchase price.

Your Responsibilities

You must (1) operate and maintain the Product as instructed in the user's manual, (2) provide normal preventative maintenance, (3) protect the Product from further damage, (4) have an adult present for in-home service, and (5) notify the Administrator in writing if Your address changes.

Access to the Product

The servicer must be able to access the Product to provide service. The servicer will not remove or replace any structure, trim, mount, door, flooring, adjoining appliance, permanently affixed plumbing or piping, or external control system. Removal of the Product for servicing must not require more than one person for safe removal, or the use of special equipment or tools such as ladders, lift trucks, or scaffolding.

Cancellation

Return Your Contract to Nebraska Furniture Mart or notify the Administrator at: NFM Cancellation, P.O. Box 105689, Atlanta, GA 30348-5689. If You cancel this Contract within the first 30 days of purchase, We will give You a full refund of any payments made by You. If You cancel after 30 days from purchase, You will get a refund of the unearned pro rata Contract Purchase Price, less an administrative fee of 10% of the Contract Purchase Price or \$25, whichever is less, and less any claims paid. We may not cancel this Contract except for 1) fraud, 2) material misrepresentation, 3) nonpayment by You, 4) for violation of any of the terms and conditions of this Contract, or 5) if required to do so by any regulatory authority. If We cancel this Contract, You will get a refund of the unearned pro rata Contract Purchase Price, less any claims paid.

Arbitration

PLEASE READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

Arbitration. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879, or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State-Specific Requirements section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

State-Specific Rules and Regulations

The following State-Specific Requirements apply if Your Contract was purchased in one of the following states and supersede any other provision herein to the contrary:

Texas: The registration number for Federal Warranty Service Corporation is 269. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, 1-800 -803-9202 or 1-512-463-6599. The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If any covered service is provided to You by Us before the 61st day after proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the Contract is canceled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Contract is not required in order to purchase or obtain financing. If the original purchaser returns this Contract within the first 21 days and We do not refund the full purchase price within 45 days, We will pay a penalty of 10% per month on the refund balance.

If You would like a large-type copy of the terms and conditions of this Contract, please call 1-866-864-8742.

PRIVACY NOTICE

To review the General Privacy Policy of Federal Warranty Service Corporation,
an Assurant Solutions company, please visit
<http://www.assurantsolutions.com/pri-privacy-notice-t4.html>.

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