

Questions about your Agreement? Please contact us at cs@customcarewarranty.ca or visit us at CustomCareWarranty.ca



Platinum Combination 5 –Year Protection Plan
Your Protection Plan #:

This form describes the protection You will have in return for payment by You. This Agreement applies to Covered Products with a total retail cost of \$50,000 CAN or less before sales tax.

1. Definitions:

- A.) “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement, Custom Care.
- B.) “You” and “Your” mean the purchaser of the Covered product(s).
- C.) “Administrator” means Custom Care.
- D.) “Covered Product” means the consumer item(s) which You purchased concurrently with and is/are covered by this Agreement.
- E.) “Agreement” means the terms, conditions, limitations and exclusions, including the sales receipt.

2. Repair Plan:

In return for payment by You, We will provide the following coverage:

(1) Term:

The term of this Agreement begins on the date of delivery of Your Covered Products and continues for the period of five (5) years. Coverage for mechanical and structural breakdowns is effective upon the expiration of manufacturer’s warranty. Coverage for the stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) Coverage:

We will repair the Covered Product, at Our discretion, when required due to: Mechanical and structural breakdowns to fabric, leather, vinyl upholstery or solid surface furniture as a result of:

- Breakage of frames, panels or springs
- Breakage of mechanisms, including sleeper mechanisms, reclining mechanisms and heating and vibrating mechanisms.
- Failure to integral electrical components
- Lifting of veneers
- Warping
- Unintentional and accidental damage from handling, including all stains, for example:
 - Dye transfer onto surface of upholstery
 - Punctures, rips or burns
 - Liquid marks, rings, or household marks
 - Gouges, dents, scratches or chips that penetrate the finish exposing the substrata
 - Checking, cracking, bubbling or peeling of finish caused by a specific incident
 - Glass or mirror chipping or breakage.

Replacement parts or complete product(s) will be ordered by Us, and will be in line with the products You purchased. Parts or Complete Products(s) will be replaced with new parts or products of the like kind and quality. In the event of partial replacement of a Covered Product, coverage for any item(s) not replaced, will continue for the remaining term of this Agreement. Replacement of a part, a piece of the Covered Product, or a set of the Covered Product fulfills coverage on that part or piece(s) of the Covered Product. If We are unable to provide You with adequate coverage for a Covered Product(s), either a replacement, parts or partial replacement, then We will refund you the total cost of your purchased protection plan (less, tax and delivery charges) and this Agreement will become void.

(3) Limit of Liability:

The limit of liability is the least of the cost of (1) the original purchase price of the Covered Product excluding tax and delivery costs paid during the purchase of the Covered Product or (2) authorized repairs not to exceed the purchase price of the Covered Product.

(4) What to do if a covered problem occurs:

Contact the Administrator, so that they can advise on the appropriate authorized service.

- Contact Our customer service department: cs@customcarewarranty.ca or visit us online at CustomCareWarranty.ca

You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their purchase cost. Claims must be reported to Us within seven (7) days of stain, damage or breakdown of the Covered Product(s) taking place. All repairs must be authorized by Us prior to the performance of any service of the Covered Product(s). Claims on unauthorized repairs will be denied.

(5) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. We may provide You with authorized products to assist in the removal of stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper use. If the stain cannot be removed, call the Administrator to arrange for the professional cleaning

or service. Service will be performed in Our warehouse location. Removal of any Covered Product from your home to provide service will be done at Our discretion. If in-shop service is required We will pay transit fees up to a maximum distance of 50 KM. The Covered Product will be returned to Your home upon completion.

3. WHAT IS NOT COVERED:

A. ANY LOSS OTHER THAN COVERED BREAKDOWNS, STAIN OR DAMAGE OF THE COVERED PRODUCT; B. ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTS) ITEMS; C. PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER’S WARRANTY OR A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER’S ABILITY TO COVER SUCH REPAIRS; D. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT AND/OR ANY PRODUCT SOLD USED OR DAMAGED; E. ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE. ITEMS MOVED TO A LOCATION NOT STATED ON THE ORIGINAL SALES RECEIPT WILL BE SERVICED AT OUR DISCRETION F. DAMAGE FROM WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; G. EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE; H. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THE AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; I. STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM; J. ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES; K. FAILURES THAT OCCUR OUTSIDE OF THE PROVINCE OF ONTARIO AND QUEBEC; L. UNAUTHORIZED REPAIRS AND/OR PARTS; M. SERVICE WHERE NO PROBLEM CAN BE FOUND; N. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT; O. ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERDAY USE OR THAT HAS BUILT UP OVER TIME. I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S) P. DYE TRANSFER (UNLESS OTHERWISE NOTED IN SECTION 2.2 (“COVERAGE”), STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER, MOLD, MILDEW, ODOR, STAINS CAUSED BY MEDICAL INCONTINENCE, STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO: PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL; BODILY INJURY; Q. DAMAGE CAUSED BY PETS (OTHER THAN BODILY FLUIDS); R. WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM, RESILIENCY, PILLING OR FRAYING, COLOUR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATA; S. NON-COLORFAST OR X-CODED FABRICS, SPLIT LEATHERS USED IN THE SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARMS AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULTING NATURAL COWHIDE, NON-BOVINE LEATHERS, SUEDE, NUBUCK AND OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH; T. CLOCK MECHANISMS, SHRINKAGE FROM CLEANING, LAMPS OR OTHER ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT.

4. Conditions:

- A.) Renewal: This Agreement is not renewable.
- B.) Transferability: This Agreement is not transferable.
- C.) **Territorial Limitations:** This Agreement does not cover failures that occur outside delivery areas specified by The Upper Room Home Furnishings. Your rights to recover from others may be waived.
- D.) Cancellation: You may cancel the Agreement for any reason prior to Your Covered Products arriving in Your home. If Your cancellation occurs before your Covered Products arrive into your home you will receive a store credit for the full amount (less applicable taxes) to The Upper Room Home Furnishings, 2670 Queensview Drive, Ottawa, ON K2B 8K1.
- E.) Entire Agreement: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.