



PureSleep<sup>®</sup>  
Mattress Store

# MATTRESS & FOUNDATION FLOOR SAMPLE

3 YEAR  
PROTECTION  
PLAN

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# Mattress & Foundation Floor Sample 3 Year Protection Plan

1. **DEFINITIONS.** "We", "Us", and "Our" refers to the obligor of this service Plan ("Plan"), Service Contract Specialists, Inc. ("SCS") located at 1445 Londonderry Dr. Woodstock, GA 30188, (888) 501-1222, except in Arizona, Virginia, and Washington, where the obligor is Dealers Alliance Corporation, located at: 240 N. 5<sup>th</sup> St., Columbus, OH 43215, (800) 282-8913, or in Florida, where the obligor is Dealers Assurance Company (license number: 02977), located at: 240 North 5th St. Suite 350, Columbus, OH 43215 (800) 282-8913. This Plan is administered by SCS. "You" and "Your," refers to the original purchaser of this Plan.
  - a. **Plan:** Includes this document and all of the terms herein together with the sales receipt provided to you by the selling retailer.
  - b. **Coverage Term:** Coverage under this Plan begins following the expiration of any written warranty provided by the manufacturer of the mattress and extends for three (3) years, or until our obligations under this Plan terminates according to the terms in this Plan document. The coverage does not supersede the manufacturer's warranty.
  - c. **Covered Mattress:** The item or item(s) for which this Plan was purchased.
2. **WHAT IS COVERED.** This Plan covers certain manufacturing defects including faults in materials or manufacturing of Your Covered Mattress and/or Foundation.
3. **WHAT IS NOT COVERED.** This Plan provides no coverage for any of the following:
  - a. Any type of stain or damage, including burns, cuts or tears;
  - b. Removable covers;
  - c. Consumer firmness/comfort preference;
  - d. Normal changes in softness or recovery time of high density foams, including memory foam, due to normal use, temperature, or humidity;
  - e. Body impressions less than 1.5";
  - f. Consumer bed height/weight preference;
  - g. Cover (fabric) and handles;
  - h. Corner guards;
  - i. Bent border/grid wires;
  - j. Vermin infestations;
  - k. Consumer bed height/weight preference;
  - l. Products used for commercial or institutional purposes or furniture used outdoors, such as in a home day-care or in rented or leased property;
  - m. Damage or stains caused by terrorism, fire, flood, water damage, windstorm, hail, earthquake, smoke, insect infestation, collision with another object, corrosion, exposure to the cold, theft, negligence, riot, or any other peril or Act of God;
  - n. Claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer;
  - o. Mattresses or foundations displaying stains or soil that reasonably indicates the presence of potentially dangerous bodily fluids, blood borne pathogens or other substances that could cause injury;
  - p. Any pre-existing conditions present at the time of purchase.

4. **HOW TO FILE A CLAIM.** You must follow all the procedures stated below to be eligible for service under this Plan. Your failure to comply may disqualify Your claim.
  - a. **Eligibility.** Read this entire Plan carefully to see if your claim is covered under this Plan. We will determine the coverage eligibility to Your Mattress utilizing the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. If an authorized technician finds the nature of the claim is different from what You reported to Us, Your claim may not be covered under this Plan.
  - b. **Within five (5) days of the date you identify a defect:** You must report the defect to Us. To report the defect to Us, You may either: (a) go to website [www.serveco.com](http://www.serveco.com) at any time, and follow the directions for submitting a service claim; or (b) Call (888) 501-1222 during normal business hours (Monday through Friday, 8:00 a.m. to 7:00 p.m. or Saturday 8:00 a.m. to 2:00 p.m. Eastern Time) where you can file a claim or request a claim form to be emailed or mailed to You. If You request a claim form and fail to receive a claim form by mail or email from Us within 10 days of Your request, You must notify Us of that failure.
  - c. **If a claim form has been requested You must complete the form and return it to Us within ten (10) days of when You reported the damage to Us:** You must properly complete and mail or e-mail the claim form along with a copy of the sales receipt showing Purchase of both the Plan and the covered Mattress, a copy of this Plan, and photos or other documentation that We may request to show the defect for which You are making a claim.
  - d. You will not be charged any deductible or incidental fees under this plan.
5. **HOW WE DELIVER SERVICE.** We will provide service using one or more of the following procedures:
  - a. We may send an authorized technician to Your home to assess the defect and perform repairs. If the technician's service does not repair the defect to Your Mattress, You must notify Us within 5 days following the date the technician services your Mattress.
  - a. We may order a part to repair or replace the affected area of Your Mattress.
  - a. We may, at our sole discretion, replace Your Mattress. Replacement may be in the forms described below:
    - i. In the event the retailer where You purchased Your Mattress is no longer in business or has ceased to offer this Plan, We may offer you a comparable replacement item through our online catalog.
    - ii. We may offer a replacement. Replacement means to replace the affected area, component, or Mattress. Replacement parts may be new or rebuilt or refurbished as determined by Us We will attempt to match the color to the areas that We have not repaired or replaced. Dye lots vary and Mattress may fade over time and there may be unavoidable differences in color.
    - iii. We may offer you a retail store credit equal to the original purchase price of the Mattress. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected Mattress under this Plan. Store credits are valid for 90 days from the time you are notified the credit has been issued.
  - a. We may, at our sole discretion, provide You a cash settlement in an amount agreed upon by You, in lieu of repair(s) or replacement(s);

- a. Replacement, or Your acceptance of a cash settlement fulfills all of Our obligations under this Plan for the Mattress.
- a. In the event that Your Mattress is replaced, Your Mattress becomes the sole property of SCS. You will surrender possession of Your Mattress at the time of delivery of the Replacement Mattress, unless We have agreed to other arrangements with You.
6. **TRANSFER AND RENEWAL.** This Plan is not transferable or renewable.
7. **CANCELLATION.** You may cancel this Plan by calling us at: (888) 818-3229 during normal business hours (Monday through Friday, 8:00 a.m. to 7:00 p.m. or Saturday 8:00 a.m. to 2:00 p.m. eastern time). If cancelled within (30) days, you will receive a refund equal to the purchase price of this Plan. After thirty (30) days, You will receive a pro-rated refund based on the portion of the coverage period that has expired minus the cost of any claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at Your last known address at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rated premium.
8. **LIMIT OF LIABILITY.** The total limit of liability under this Plan is equal to the purchase price of the Covered Mattress.
9. **DISPUTE RESOLUTION. READ THE FOLLOWING ARBITRATION PROVISION ("ARBITRATION PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** You agree that all claims, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire Plan, this Arbitration or any other part of the Plan ("Claim"), shall be resolved exclusively by binding arbitration in Atlanta, Georgia in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator. The arbitration shall be governed by the substantive laws of the State of Georgia applicable to contracts made and to be performed therein, without application of any conflicts or choice of law rules, and by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended ("FAA"). The arbitrator shall have no power or authority to order or grant any equitable remedy, or relief or any remedy or relief that a court could not order or grant under applicable law, and shall have no authority to award punitive, treble, or any other form of enhanced damages. The arbitrator shall render the award in writing and shall include findings of fact and conclusions of law upon which the award is based. Each party shall pay their own attorneys' fees and expenses relative to arbitration. All costs and expenses of the arbitration (other than the parties' attorney's fees and expenses), including the arbitrator's fees and expenses, shall be allocated between the parties according to the arbitrator's discretion as set forth in the award The arbitrator's award may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, against the party against whom enforcement is ordered. You agree that any arbitration proceeding shall proceed solely on an individual basis without any right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought by You in a purported

representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited solely to claims between You and Us alone. Your Claims may not be joined or consolidated with any claims or disputes involving others. No arbitration award with respect to Your Claim's shall have any preclusive effect as to any claims or issues in any disputes with anyone who is not a named party to the arbitration of Your Claims. This Arbitration Provision shall not apply to limit the remedies of California residents under Cal. Civ. Code Sections 51.7 (the Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act). For WA residents, any arbitration proceeding shall be held at a location in closest proximity to the service contract holder's permanent residence.

10. **IMPORTANT INFORMATION.** This is not a contract of insurance, it is a service contract. If You do not cooperate with the reasonable requests of this Plan, this Plan becomes void. A failure to exercise rights by Us does not waive those rights. We do not assume responsibility for statements or damage by technicians, or any other person or entity. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. Any controversy or claim for damage arising out of, or relating to this Plan, shall be settled by arbitration but specifically excludes class action arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof. THE OBLIGATIONS OF US UNDER THIS PLAN ARE LIMITED TO REPAIRING OR REPLACING MATTRESS AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS PLAN GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
11. **GUARANTEE:** Obligations of the provider under this service agreement are insured under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within 60 days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the reimbursement insurance company at: Dealers Assurance Company, 240 N. Fifth Street, Suite 350, Columbus, OH 43215, (800) 282-8913.
12. **STATE VARIATIONS:** The following state-specific paragraphs amend the contract. The state-specific amendatory endorsements are only effective in the states to which they apply:

Missouri: Section 7 "Cancellation" is amended to include the following: "If You cancel this agreement and We do not provide You a refund within 45 days after return of the service contract to Us, a 10 percent penalty per month shall be added to Your refund."

Invoice Number \_\_\_\_\_

Date \_\_\_\_\_

## Important Information

Sales receipt is needed to file a claim.

You must report stains or damage within five (5) days after the stain or damage occurs.