



SMART FLEX

Adjustable Base 10 Year Protection Plan

Keep this Plan and Your sales receipt for Your Furniture, in a safe place.

You will need them to file a claim.

You must report damage within 5 days after damage occurred.

TERMS OF SERVICE:

This Protection Plan ("Protection Plan") is a Service Contract between you, ("You"; "Your") the original purchaser and consumer, and ServeCo North America ("SCNA "; "We") located at: 19 Smiley Ingram Road Cartersville, GA 30121 **(888) 236-3044**. This Protection Plan is administered by SCNA

- This Protection Plan is not a cleaning or maintenance contract, insurance policy, or Your original manufacturer's warranty. This Plan covers Your covered furniture for certain mechanical and structural breakdowns and accidental damage from normal household use, as listed in the "WHAT IS COVERED" section.
- This Protection Plan is only valid for new furniture purchased at the same time as this Protection Plan, and appears on the sales ticket (sales receipt) as such. It is valid for a period of ten (10) years ("the Term") beginning on the delivery date of Your new furniture.
- SCNA liability under this agreement is limited to the retail price You paid for Your covered furniture.
- If a covered event occurs during the Term of this Protection Plan, SCNA agrees to provide Service ("Service") as outlined in the "SERVICE PROCEDURES" section of this Protection Plan.
- This Protection Plan includes this document as well as Your sales ticket (sales receipt). You must provide a sales ticket (sales receipt) for Your covered furniture and a copy of this Protection Plan to receive service.

REQUIREMENTS FOR REQUESTING SERVICE:

Failure to meet any of the following requirements can result in a denial of Service under this Protection Plan.

- The furniture must have been delivered and installed soil-free and damage-free from the store where it was purchased;
- You must have performed all routine and preventative maintenance, as recommended by the manufacturer;
- Any damage must be reported to SCNA within thirty (30) days of the date that the stain or damage occurred. Notify SCNA by calling **(888) 236-3044**;

SERVICE PROCEDURES:

If SCNA determines that the reported damage is covered under this Protection Plan, SCNA will perform one or more of the following:

- SCNA may dispatch an authorized technician to repair the damaged area;
- SCNA may replace all or part of the affected area, component, or piece of furniture. Replacement parts may be new or rebuilt or refurbished as determined by SCNA;
- SCNA may provide for a store credit at the original store where purchased in an amount equal to the original purchase price of the affected piece of furniture ("Reselection"). Your Reselection store credit is only valid for 60 days after notification by SCNA;
- Replacement or Reselection will complete Your coverage under this Protection Plan on the area, component, or piece of furniture. Replaced or Reselected furniture may be eligible for a new SCNA Protection Plan at the discretion of SCNA;
- If You submit a covered claim for damage and the particular store location where You originally purchased Your furniture has closed, no longer carries SCNA as a supplier, changed ownership, or has stopped selling new furniture since Your purchase, You may be refunded the purchase price of this plan.

WHAT IS COVERED:

This Protection Plan provides Service for certain mechanical and structural breakdowns as described in the "WHAT IS COVERED" section of this Protection Plan:

1. Breakage of mechanisms including sleeper mechanisms, reclining mechanisms, and heating and vibrating mechanisms;
2. Breakage of steel frames;
3. Breakage of welds;
4. Failure of integral electrical components including wiring, motors, and remote-control devices;
5. Failure of a covered part or component due to a power surge;
6. Lifting and lowering mechanisms;
7. Drive motor;
8. Junction box.

WHAT IS NOT COVERED:

This Protection Plan provides no Service or benefit for any of the following:

General

- Any damage that is not specifically listed under the section titled "WHAT IS COVERED;"
- When the actions listed in the "REQUIREMENTS FOR REQUESTING SERVICE" have not been followed.

Ineligible Furniture & Components

- Furniture sold with damage prior to delivery ("as is");
- Components and mechanisms integrated into furniture; including, but not limited to, sinks, plumbing, TV lifts, fireplace, clocks, and refrigerators;

Improper Maintenance, Care or Misuse

- Damage on furniture that has not been properly cared for or maintained, as per Your manufacturer's warranty;
- Damage resulting from the improper use or misuse of furniture, including the use of furniture beyond the purpose for which it had been designed;
- Damage resulting from the improper, in-home movement of furniture;
- Damage caused by animals, unless otherwise specified in the "WHAT IS COVERED" section of this document.
- Intentional damage;
- Furniture that shows signs of infestation including, but not limited to, insects, termites, cockroaches, and rodents.

Manufacturer Quality Issues

- Defects in design, materials or workmanship not specifically listed in the "WHAT IS COVERED" section.

Non-Household Environments

- Damage that occur during any delivery or installation process, or before the furniture is delivered to Your residence;
- Damage that occur while the furniture is not located within Your residence;
- Damage that occur while the furniture is in storage, or being moved to or from storage, or between residences;
- Furniture that is, or has been, used for commercial, institutional, or rental purposes, including daycare.

Damage caused by wear such as, but not limited to, the following:

- Scuffing or other surface abrasions;
- Pilling, pulls, snags, seam separation, or fraying of fabric;

Miscellaneous

- Dyes and caustic solutions and chemicals;
- Odors;
- Damage covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy;
- Damage caused by structural problems, including, but not limited to, skylights, roofs, or water pipes;
- Damage caused by appliance malfunctions, including, but not limited to, air conditioners and water heaters;
- Damage caused by fire, smoke, flood, or other natural disaster;
- Damage caused by theft, vandalism, or as a result of any other illegal activity;
- Damage caused by independent contractors such as, but not limited to, maintenance personnel, painters, or other repair or contractor services;

CANCELLATION

You may cancel this Plan by calling Us at: **(888) 236-3044** during normal business hours (Monday through Friday, 8:00 a.m. to 7:00 p.m. or Saturday 8:00 a.m. to 5:00 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.

ADDITIONAL TERMS AND INFORMATION

In the event that You miss a service appointment, You may be charged a fee of up to \$100.

The purchase price of Your Protection Plan is listed in Your sales ticket (sales receipt). There is no deductible under the Protection Plan. No claims will be paid without prior authorization. You may not sell or transfer Your rights under this Protection Plan to another person. It is not renewable and is non-transferable.

The obligations of us under this plan are limited to repairing or replacing furniture 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.

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:

Alabama: Section: "Cancellation" is amended to include the following: "A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to the provider."

Arizona: Section: "Cancellation" the phrase "minus the cost of any claims paid" is deleted and the following sentence is added to the section: "No claim incurred or paid shall be deducted from the amount to be returned under this section."

Arkansas: Section: "Cancellation" is amended to include the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider."

California: Section "Cancellation" is amended to include the following: "If You cancel this service contract and the refund due is not paid to You within 30 days after We receive written notice of cancellation, the amount of the required refund shall bear interest, payable to You, at the rate of 10% per annum for each additional 30 days or fraction thereof" In Section: "Cancellation", all references to "thirty (30)" days are hereby replaced with "sixty (60) days from receipt of the agreement" with respect to the time for which You may receive a full refund.

Colorado: Section: "Cancellation" is amended to include the following provision: "If a refund of the service contract provider fee is not paid within forty-five (45) days after the return of the service contract, a ten percent (10%) penalty per month shall be added to the refund."

Connecticut: If Your Covered Furniture is sold, lost, stolen, or destroyed, you have the right to cancel this service contract. If You purchased this Plan in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this service contract. If the examiner is unable to resolve the dispute through mediation, he or shall transfer it to the Arbitration Unit within the Insurance Department for arbitration proceedings.

Florida: The price charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. You have the right to receive this contract via United States mail, rather than electronic transmission. If You do not communicate to Us your willingness to receive this service contract by electronic submission, We will mail You a paper copy.

Georgia: Section: "Cancellation" is amended to include the following: "You may cancel this service contract at any time. If You cancel this service contract, You will be entitled to a refund equal to the unearned pro rata premium but We will not deduct claims paid under any circumstance. All refunds due under this Contract shall conform to the requirements of Georgia Code § 33-24-44."

Hawaii: Section: "Cancellation" is amended to include the following: "A 10% penalty per month shall be added to any refund that is not paid within 45 days after the return of the service contract to Us."

Maine: Section: "Cancellation" is amended to include the following: "A monthly penalty equal to 10% of the provider fee outstanding will be added to a refund that is not paid to You within 45 days after return of the service contract to the Us."

Maryland: Section: "Cancellation" is amended to include the following: "If You cancel this agreement and We do not provide You a refund within 45 days of cancellation, You will be entitled to a penalty equal to 10% of the value of the price you paid for the service contract for each month We do not pay You the refund." If we fail to perform required services, this service contract is extended until We provide services due.

Massachusetts: Section: "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."

Minnesota: Section: "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."

Missouri: Section: "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."

Nevada: Section "Cancellation" is amended to include the following: "If We fail to provide You a refund within 45 days after You return the service contract, We shall pay You a penalty of 10 percent of the purchase price for each 30 day period or portion thereof that the refund remains unpaid." In section "Cancellation" the phrase "minus the cost of any claims paid" is deleted and the following sentence is added to the section: "No claim incurred or paid shall be deducted from the amount to be returned under this section." If the holder is not satisfied with the manner in which the provider is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire insurance department, at 21 S. Fruit Street, #14, Concord, NH 03301 or at 603-271-2261.

New Jersey: Section: "Cancellation" is amended to include the following: "If We fail to provide You a refund within 45 days after You return the service contract, We shall pay You a penalty of 10 percent of the purchase price for each 30 day period or portion thereof that the refund remains unpaid."

New Mexico: Section: "Cancellation" is amended to include the following: "If We fail to provide You a refund within 45 days after You return the service contract, We shall pay You a penalty of 10 percent of the purchase price for each 30 day period or portion thereof that the refund remains unpaid."

New York: Section: "Cancellation" is amended to include the following: "If We fail to provide You a refund within 30 days after You return the service contract, We shall pay You a penalty of 10 percent of the purchase price for each month that the refund remains unpaid."

Oregon: In the event of an emergency repair, please contact a qualified servicer to have the repair performed and contact us the following business day for reimbursement.

Oklahoma: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guarantee Association. Service warranty license number: 502983082.

South Carolina: In the event of a dispute with the provider of this Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. Section: "Cancellation" is amended to include the following: "A 10 percent penalty shall be added to any refund not paid by Us within 30 days of return of the contract to Us."

Texas: The administrator is registered as such in the State of Texas and maintains the following registration number: 737. Section: "Cancellation" is amended to include the following: "If We fail to pay You a required refund before the 46th day after the date of notice of cancellation was received by Us, We will pay You a penalty for each month an amount remains outstanding equal to 10 percent of the amount outstanding. The penalty is in addition to the full or prorated purchase price of the contract owed to You." Unresolved complaints concerning service contract providers and administrators or questions pertaining to service contract regulation may be addressed to the Texas Department of Insurance, 333 Guadalupe, Austin, Texas, 78701, or P.O. Box 149104, Austin, Texas, 78714 and at 1-800-578-4677.

Utah: This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. In the event of an emergency repair, please contact a qualified servicer to have the repair performed and contact us the following business day for reimbursement. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION." Section: "Requirements for Requesting Service" is amended to include the following: "Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate Your claim if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible." Section "Cancellation" is amended to include the following: "Fraud is not an acceptable ground for cancellation."

Washington: Section: "Cancellation" is amended to include the following: "A 10 percent penalty shall be added to any refund not paid by Us within 30 days of return of the contract to Us." In the event any dispute arising under this service contract goes to arbitration, such proceedings shall be held at a location in closest proximity to Your permanent residence. You may make a direct claim with the insurance company at any time.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Section: "Cancellation" is amended to include the following two provisions: "If We do not pay You any refund due within 45 days after You return the service contract to Us, We shall pay You a penalty equal to 10% of the refund amount outstanding which We will add to Your refund; In the event of a total loss of the property covered under this contract, You are entitled to cancel this contract and receive a pro rata refund, less any claims paid."

Wyoming: Section: "Cancellation" is amended to include the following: "A 10 percent penalty shall be added to any refund not paid by Us within 45 days of return of the contract to Us."

