



Consumer Name (You, Your)			Retail Furniture Store		
Address			Address		
City	State	Zip	City	State	Zip
Daytime Phone:		Evening Phone:		Phone:	
				Fax:	
Date of Purchase:			Agreement Purchase Price:		Total Retail Furniture Purchase Price:
Term:			Aggregate Replacement Limit:		

Items Purchased (Covered Product)	Delivery Date	Invoice Number
1.		
2.		
3.		
4.		
5.		
6.		

The Furniture Care Protection Service Agreement ("Agreement") is between the Consumer ("You") and Service Saver, Incorporated ("SSI"), 175 W. Jackson Blvd., Chicago, IL 60604, FL License #80173 ("Obligor", "We", "Us", "Our"), and is administered by Furniture Care Protection, Inc. ("Administrator", "FCP"), 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003. This Agreement is effective for the Term listed above and begins on the date the Consumer(s), shown on the original receipt, takes delivery. If no term is listed, this Agreement will defer to 4 years. This Agreement is not a cleaning or maintenance contract, insurance policy/contract, or your original manufacturer warranty. It is an extended service agreement provided to you by SSI. This Agreement is only valid for new furniture that was purchased and appears on the original sales receipt. Furniture must be listed above under Items Purchased. This Agreement is not required to purchase or obtain financing for furniture.

WHAT IS COVERED BY THIS AGREEMENT: New Fabric, A&P Leather, Wood and Vinyl upholstered residential furniture
COVERAGE INCLUDES THE FOLLOWING ITEMS FROM A SINGLE INCIDENT:

On Fabric or Microfiber

- Household food and beverage stains
- Stains from human and pet saliva, urine, stomach fluid, or blood
- Accidental burn or singe marks caused by brief contact with flame or heat
- Accidental ballpoint pen ink, wax crayon, facial cosmetics, nail polish, or finger nail polish remover
- Color transfer from denim jeans or newspaper
- Accidental puncture, cut, tear or rip

On A&P Leather or Vinyl

- Household food and beverage stains
- Stains from human and pet saliva, urine, stomach fluid, or blood
- Accidental burn or singe marks caused by brief contact with flame or heat;
- Accidental ballpoint pen ink, wax crayon facial cosmetics, nail polish, or nail polish remover
- Color transfer from denim jeans or newspaper
- Cracking or peeling of top grain leather in seating areas
- Cracking or peeling of all leather and vinyl in non-seating Areas
- Accidental puncture, cut, tear or rip

On Wood

- Household food and beverage (product stain- excluding accumulation)
- Accidental singe or heat marks caused by brief contact with flame or heat
- Fading from sun exposure
- Accidental damage from finger nail polish or finger nail polish remover
- Failure of assembled joints
- Water or household beverage marks, stains or rings
- Accidental scratches penetrating through the top coat finish
- Accidental dents, gouges or chipping penetrating through the top coat finish
- Peeling of the finish of solid wood or veneer surfaces

Mechanical and Structural breakdowns* to Fabric, A&P Leather and Vinyl Upholstered Furniture as a result of:

- Breakage of frames, panels or springs
 - Breakage of mechanisms including sleeper mechanisms, reclining mechanisms, and heating, power and vibrating mechanisms
- *Coverage on frames, panels, springs and mechanisms may be used only upon expiration of manufacturer's warranty and may not be used in lieu of manufacturer's warranty.

HOW THIS AGREEMENT WORKS

If Consumer's new furniture becomes accidentally stained or damaged as described above during normal RESIDENTIAL use and Consumer cannot remove the stain or repair the damage, SSI will, at its sole discretion, clean, repair or replace the affected portion or the complete item(s) listed above with the same or a similar item(s), which may be non-original manufacturer parts, having a retail purchase price less than or equal to the retail purchase price, as listed on the original receipt, of the affected item(s). For purposes of this Agreement and as used in every instance herein, "item" will be defined as a specific and individual piece of furniture and each "item" purchased will be considered to be separate and distinct from any other pieces of furniture purchased. Consumer must have received new furniture free of stains or damage. This Agreement does not cover stains or damage resulting from transit of items(s). If the item(s) is/are not maintained as required by the furniture manufacturer warranty or Consumer does not cooperate with the reasonable request of SSI in its efforts to perform its obligations, coverage under this Agreement is excluded.

ACCEPTANCE OF BENEFITS

I have read, fully understand, and accept the terms and conditions as set forth in this AGREEMENT, for the coverage purchased, and have received an exact complete copy, including any applicable state provisions. I further declare that the information provided on this Agreement form is true and correct and any modification, alteration, or change to the preprinted terms and conditions of this Agreement is invalid and of no force or effect.

Customer Signature _____

Date _____

(Obligor) Service Saver, Incorporated, 175 W. Jackson Blvd., Chicago, IL 60604, FL License #80173
 (Administrator) Furniture Care Protection, Inc., 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003
 (Claims Processing) 888-705-4001 claims@furniturecareprotection.com

HOW TO OBTAIN SERVICE: Within five (5) days of the stain or damage occurring, contact Administrator at its customer claims department toll-free at 888-705-4001 or email claims@furniturecareprotection.com.

WHEN CALLING FOR SERVICE, CONSUMER MUST HAVE:

- The original receipt showing Consumer's purchase of the Agreement made in conjunction with the purchase of the new qualifying furniture and the original copy of this Agreement
- The original delivery date of the repair products and item(s)
- The date of the occurrence of the stain or damage, and the date on which the repair was attempted to be resolved by the Consumer.

THE SERVICE PROCESS

- SSI may provide free professional stain removal, repair advice and/or products to aid in the cleaning or repair of the stained or damaged area or item(s).
- If the stain or damage persists, SSI may arrange for a no charge in-home service by a professional technician.
- If SSI's designated technician determines that stain removal or damage repairs must occur off-site, the item(s) will be removed and returned at no cost.
- If SSI's designated technician cannot remove the stain or repair the item(s), SSI at its sole discretion, may elect to replace the affected area.
- SSI, at its sole discretion, may elect to replace the item(s) if the affected area cannot be repaired or replaced. Consumer may select a new replacement item(s) equal in value to the original purchase price of the affected item(s).
- SSI is not responsible for color, dye, lot or texture variations.
- Replacement selection will be done at the original place of purchase; otherwise, SSI, at its sole discretion, will refund a pro-rated portion of the purchase price of this Agreement. Replaced item(s) become the property of FCP. Replacement limited to the aggregate listed on the front of the Agreement for all item(s), not to exceed the retail purchase price paid for the new furniture. If no Aggregate Replacement Limit is listed, this amount will default to \$5,000. Replacement items will not be covered under this Agreement; any single part as listed individually under Items Purchased will be replaced a maximum of two times.

IMPORTANT EXCLUSIONS/WHAT IS NOT COVERED: This Agreement does not cover ¹anything not specifically listed in the "Coverage" section of this Agreement; ²any stain or damage occurring prior to or during delivery, while furniture is in transit or storage, or during assembly; ³damage from failure to comply with the item(s) manufacturer warranty, repairs covered by any manufacturer warranty; ⁴willful abuse or misuse; ⁵stains from: unknown origin, ⁶soiling or damage from normal use, body oil, hair oil, perspiration, darkened areas where head and legs contact furniture; ⁷stains or damage to exotic leathers or suede which exotic leather includes non-bovine hide or any hide embossed or heat stamped with special feature such as alligator, crocodile or ostrich patterns, and basket weave and suede includes covering with raising fibers on flesh-side of hide to give nap effect by buffing; ⁸generalized or accumulated soiling, cracking, peeling, or scratching from wear or tear, maintenance and/or everyday use; except as listed in the "Coverage" section herein, ⁹any stain or damage from pets other than those associated from bodily fluids as named in the "what is covered" section, ¹⁰odors, fading, or color loss and/or discoloration; ¹¹any "X" coded and/or non-color fast fabrics; ¹²components integrated into furniture, including clock mechanisms, refrigerators, lighting or other electrical components that are not included in the "what is covered" section; ¹³wicker and rattan furniture; ¹⁴stains or damage on furniture that has not been properly cared for or maintained, as per your manufacturer's warranty; ¹⁵stains or damage resulting from the improper use or misuse of furniture, including the use of furniture beyond the purpose for which it had been designed; ¹⁶repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for service; ¹⁷stains or damage due to extensive activities, including but not limited to cuts, rips, tears; ¹⁸furniture that shows signs of infestation, including but not limited to insects, termites, cockroaches and rodents; ¹⁹odors; stains or damage covered under any manufacturer's warranties, or under any homeowner's, renter's, or other insurance policy; ²⁰stains or damage caused by structural problems, including but not limited to skylights, roofs, or water pipes; ²¹stains or damage caused by appliance malfunctions, including but not limited to air conditioners and water heaters; ²²stains or damage caused by theft, vandalism, or as a result of any other illegal activity; ²³stains or damage caused by independent contractors such as but not limited to, maintenance personnel, painters, or other repair or contractor services; ²⁴furniture located outdoors, on patios or in screened rooms where it may be directly or indirectly exposed to the elements; ²⁵any item(s) sold "as-is"; used, and/or without manufacturer warranty and/or retailers warranty; ²⁶any costs or damage from repair and/or cleaning by anyone without written authorization from FCP; any cleaning and/or repair products and/or procedures without written authorization from FCP; any damage by furniture care products not used according to product instructions; ²⁷all natural characteristics that cause appearance variation; ²⁸failure or loosening of threads or separation of seams along seam lines; ²⁹consequential or incidental damages, except those expressly covered herein; personal injury damages; lost profits; lost savings, or other economic damages; ³⁰loss of use of item(s); furniture in storage, utilized for commercial use, non-residential, rental or in-home day care businesses; ³¹damage from prolonged exposure to fire or heat; ³²damage from fraud, intentional acts, war, hostilities, terrorism or vandalism; and acts of God., ³³any and all pre-existing conditions that occur prior to the effective date of the agreement and/or any product sold used or damaged; ³⁴furniture not covered under this Agreement as listed on page 1, under Items Purchased.

RENEW-TRANSFER-CANCELLATION: This Agreement is not renewable or transferable, and only the Consumer listed within this Agreement is eligible for coverage. You may cancel this Agreement for any reason at any time. To cancel, please contact the Administrator, Furniture Care Protection, Inc., 609 S. Kelly Ave, Suite E-8, Edmond, OK 73003 at 888-705-4001. In the first thirty (30) days you will receive a full refund upon cancellation. To cancel within thirty (30) days of receipt, contact the selling retailer of your Agreement or FCP for a full refund. To cancel after thirty (30) days, contact FCP or the selling retailer, and you will receive a pro-rata refund based on the time expired less twenty-five dollars (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid, state provisions apply. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by the consumer. Notice of such cancellation will be mailed to you at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return of premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

OBLIGATIONS: This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligations of the Obligor under this Agreement are insured by a service contract reimbursement policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, 800-209-6206. If the Obligor fails to pay or provide service on a claim or claim for unearned provider fee/unearned premium in the event of cancellation within 60 days after a claim has been filed and all requested documents have been provided, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy.

IMPORTANT INFORMATION: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. This Agreement does not supersede any warranty provided by the manufacturer of the item(s). SSI's failure to exercise certain rights under the Agreement does not waive those rights. Technicians referred to in this Agreement may be independent contractors of FCP or SSI and may not be employees of FCP or SSI. FCP or SSI assume no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP or SSI assume no liability, incidental to or in connection with, services provided by its independent contractors. Any provision contained herein which is found to be contrary to state or local laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety.

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