



## Mattress Limited Warranty

Consumer Name (You, Your)		Retail Furniture Store	
Address		Address	
City	State	Zip	
Daytime Phone:		Evening Phone:	
Date of Purchase:		Warranty Term:	
FCP Mattress Protector Purchase Price:		Total Retail Mattress Purchase Price:	

Mattress & Mattress Protector Purchased		Delivery Date	Invoice Number
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The Furniture Care Protection "Limited Warranty" (hereinafter the "Warranty") is effective from the date the consumer(s) shown on the original receipt takes delivery of the Mattress and Mattress Protector listed above, for the Warranty Term listed above. Furniture Care Protection, Inc. ("FCP" "Warrantor" "Our" "Us") provides a Warranty, at no cost to You, that the Mattress Protector, distributed by FCP, prevents staining and allergens on the Mattress, subject to the terms and conditions set forth herein. This Warranty is not a cleaning or maintenance contract, service contract, insurance policy, or your original manufacturer warranty. This Warranty is only valid for a new Mattress, as listed above, that was purchased at the same time as a Mattress Protector and appears on the sales receipt. The Retailer must make available to You the opportunity to review the terms and conditions of this Limited Warranty prior to issuance.

### HOW THE LIMITED WARRANTY WORKS/WHAT IS COVERED

This Mattress Protector is designed to provide for better sleep for the consumer and protection for this new Mattress from one-time accidents. This Warranty covers events that result in the Mattress or the Mattress Protector becoming accidentally and permanently stained or damaged from food or beverage normally consumed by humans and human or pet bodily fluids (except as specifically disallowed-see "IMPORTANT EXCLUSIONS/WHAT IS NOT COVERED" section). This Limited Warranty offers full replacement for the Mattress Protector and the Mattress, in the event of a qualified claim, when the Mattress Protector is properly applied and cared for per the instructions provided, within the Warranty Term listed above, from the date of purchase. The Mattress and Mattress Protector must be purchased together on the same invoice. If the mattress is not maintained as required by the manufacturer warranty or Consumer does not utilize the mattress protector as required by the instructions provided, coverage under this warranty becomes void. This Limited Warranty applies to the original owner of the mattress and mattress protector, as listed within this Warranty. This Warranty is for residential use only. Important Notes:

- Children in diapers, potty-training and those with bed-wetting tendencies require extra protective support. Repeated and multiple stains will void this Warranty and are not covered by this Warranty.
- Medical issues, including incontinence, are considered chronic and not accidental. Repeated and multiple stains will void this Warranty and are not covered by this Warranty.

ALL FABRICS ARE SUBJECT TO GENERAL SOILING and this Limited Warranty does not eliminate the need for routine care and washing of the Mattress Protector. This Warranty covers isolated stain removal only and not general soiling. General soiling is defined as gradual buildup of dirt, dust, body oils, and perspiration, which cannot be attributed to a single occurrence. Follow the instructions provided to keep this warranty in effect. This Mattress Protector is machine washable in warm water and can be dried on medium heat. During the drying cycle, you may have to reposition the protector several times to avoid scorching. Any common household detergents and pre-wash stain removers can be used. Between machine washings, the Mattress Protector can be cleaned without removing from mattress or pillows by brushing or vacuuming. FCP recommends laundering the Mattress Protector once a month to avoid buildup of hair and body oils. DO NOT attempt to clean your Mattress or remove stains with household cleaners as this will void the warranty. Ironing, dry cleaning, or using cleaners containing solvents or bleaches compromises the fabric's waterproof properties and will void the warranties for both the Mattress and the Mattress Protector.

### ACCEPTANCE OF BENEFITS

I have read, fully understand, and accept the terms and conditions as set forth on the front and back of this LIMITED WARRANTY, for the Mattress Protector purchased, and have received an exact, complete copy. I further declare that the information provided on this Warranty form is true and correct and any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect.

Customer Signature

Date

**SEE REVERSE SIDE FOR OTHER IMPORTANT TERMS AND CONDITIONS**

**HOW TO OBTAIN SERVICE: Within five (5) days of the stain or damage occurring,** contact our customer claims department toll free at 888-705-4001.  
**WHEN CALLING FOR SERVICE, CONSUMER MUST HAVE:**

- Had their newly purchased Mattress delivered stain, damage, and soil-free from the authorized retailer. The Consumer should then cover the Mattress with the new Mattress Protector correctly and completely, as indicated in the instructions provided.
- If an accidental spill occurs, immediately blot up excess liquid, then wash and dry the Mattress Protector according to the instructions provided.
- Should a stain persist after laundering, contact the FCP Customer Service center using our toll-free number 888-705-4001 or e-mail [claims@furniturecareprotection.com](mailto:claims@furniturecareprotection.com) within 5 days of the stain or damage occurs. To qualify for a covered claim, the Consumer must provide the original receipt or other proof of purchase of the Mattress and Mattress Protector, acceptable to FCP Customer Service, and a copy of this Warranty.
- Should your new Mattress, purchased at the same time as the Mattress Protector and the Mattress Protector is properly in use and cared for, becomes accidentally stained during the Warranty period, FCP Customer Service will have the stained area cleaned and sanitized on the Mattress by an authorized technician at no charge to the consumer.
- If the technician is unable to remove the stain, FCP Customer Service may replace the Mattress and Mattress Protector. If the Mattress is not available, the original owner may select a new replacement mattress equal in value to the original purchase price from the original retailer from whom this Mattress was purchased. Delivery, any tax or set-up arrangements, as well as transportation and disposal charges are the responsibility of the consumer. FCP Customer Service cannot guarantee ticking or dye lot match for replacements.

The Consumer shall reasonably cooperate with FCP Customer Service in its efforts to perform its obligations under this Limited Warranty, including providing access to the Mattress within ten (10) days for cleaning. Failure to comply with these requirements will void this Limited Warranty.

Replacement of the Mattress and Mattress Protector is limited to one (1) mattress and one (1) mattress protector during the life of the Limited Warranty. Replacement of the Mattress and Mattress Protector fulfills all terms and conditions of this Warranty. In the event that the Mattress cannot be cleaned due to the Mattress manufacturer's conditions, the Consumer may be given the option of a full refund of the retail purchase of this Mattress Protector, in lieu of replacement, should the owner decide to keep the original Mattress in its present condition. NOTE: If the original retail establishment is not available to provide the replacement mattress, FCP will provide a refund of the Mattress Protector Purchase Price as stated on the original receipt. FCP's liability will be limited to this amount.

**IMPORTANT EXCLUSIONS/WHAT IS NOT COVERED:**

1. Medical issues, incontinence, and repeated or multiple stains or multiple locations of stains from both humans and pets. This Warranty covers isolated stain removal only and not general soiling.
2. Substances such as dyes, inks, paints, dirt or other soil, gum, acids, corrosives, bleaches, nail polish, nail polish remover, medication including vitamins, cosmetics, and chemical hair treatments such as hair gel, hair spray, mousse and similar.
3. Odors, accumulated and/or long-term multiple unknown stains, any unknown stains, non-colorfast material, pet damage, stains caused by the build-up of perspiration, hair or body oil, and normal soiling from everyday use.
4. Mattresses and Mattress Protectors in transit or storage.
5. Mattresses and Mattress Protectors located outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements (sun, rain, etc.).
6. Mattresses and Mattress Protectors that have been purposely vandalized, torn or neglected.
7. Stains caused during, or as a result of, delivery, handling, set up or assembly.
8. Box springs, carpet or flooring due to any substance that may run off of the mattress.
9. Mattresses and Mattress Protectors used in settings other than household/residential.
10. Defective manufacturing of mattress, floor sample, "as is" or pre-owned mattresses, pre-existing conditions or improper installation.
11. Damage caused by acts of God (including but not limited to: flood, fire, hurricane, tornado, burst pipes).
12. Property, structural or casualty damage of any kind, Mattress Protectors and Mattresses that have been mishandled, abused, physically compromised by rips, tears, cuts or animal damage, or damage-as a result of illegal activity.
13. Damage caused by improper cleaning methods or improper cleaning materials are also excluded.
14. Incidental, consequential, commercial, or exemplary loss or damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**IMPORTANT INFORMATION/DISCLAIMER AND LIMITATION OF WARRANTIES**

ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THIS LIMITED WARRANTY OR THE MINIMUM PERIOD PERMITTED BY FEDERAL AND/OR STATE LAW, WHICHEVER IS LESS. AFTER THE EXPIRATION OF THIS LIMITED WARRANTY AS SET FORTH HEREIN, ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COMMERCIAL OR EXEMPLARY LOSSES OR DAMAGES RESULTING FROM: (1) THE BREACH OF THIS LIMITED WARRANTY OR (2) ANY IMPLIED WARRANTY. LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE APPLICABLE BY STATE, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. This Limited Warranty pertains to the performance of FCP Mattress Protector and does not supersede any warranty provided by the manufacturer of the mattress. The Limited Warranty is not cancelable as it has been provided to You for no consideration with the purchase of a FCP Mattress Protector. The Warranty is not renewable or transferable and only the Consumer listed within this Warranty is eligible for coverage. FCP's failure to exercise certain rights under the Limited Warranty does not waive those rights. Technicians referred to in this Limited Warranty may be independent contractors of FCP's and may not be employees of FCP. FCP assumes no responsibility for statements of claims made by the technicians, or anyone other than FCP employees. FCP assumes no liability, incidental to, or in connection with, services provided by its independent contractors. The obligations described herein are the sole and exclusive remedies available to you and such obligation is in lieu of all other warranties. Any controversy or claim for damages arising out of, or relating to this Warranty or Breach thereof, shall be settled by arbitration administered by American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration rules, and judgment on the award rendered by arbitration, may be entered in any court having jurisdiction thereof. The consumer shall resort to arbitration before exercising rights or seeking other remedies created by Title I of the Magnuson-Moss Warranty FTC Improvement Act, but per this Act, the consumer is not required to resort to arbitration before seeking rights and remedies not created by Title I of this Act. Types of information required by arbitration includes, but not limited to, names and address of the parties, statement of nature of claim and relief sought. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

(Warrantor) **Furniture Care Protection, Inc., 5800 NW 135th St., Oklahoma City, OK 73142**  
(Claims processing) **888-705-4001** [claims@furniturecareprotection.com](mailto:claims@furniturecareprotection.com)

DISCLOSURE: THIS LIMITED WARRANTY, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS, DEFINITIONS AND EXCLUSIONS CONTAINED ON BOTH PAGES OF THIS LIMITED WARRANTY, INCLUDING ANY ENDORSEMENTS AND ATTACHED PAPERS, CONSTITUTES THE ENTIRE LIMITED WARRANTY. NO AGENT HAS THE AUTHORITY TO CHANGE THIS LIMITED WARRANTY OR TO WAIVE ANY OF ITS PROVISIONS AND ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS IS INVALID.