



**GUARDSMAN**  
EXCELLENCE IN FURNITURE CARE  
SINCE 1915

10-Year Adjustable Bed Protection Plan

**YOUR SERVICE AGREEMENT NUMBER IS:**

- Retain this Protection Plan and Your original sales invoice for Your Adjustable Bed and this Protection Plan in a safe place.
- Any mechanical or structural failure of the Bed must be reported by You to Guardsman within five (5) business days of the date that the failure occurred. Notify Guardsman by filing a Service Request at guardsman.com, or by calling (800)253-3957.
- Si usted necesita un Plan de Protección en Español, favor llámanos al (800)253-3957.
- Si vous nécessitez un Plan de Protection en français, veuillez nous rejoindre au (800)-253-3957.

**SERVICE CONTRACT:**

This Adjustable Bed Protection Plan (“Protection Plan”) is a Service Contract between You (as the original purchaser and consumer) and The Valspar Corporation, through its Guardsman business unit (“Guardsman”), 4999 36th Street, Grand Rapids, MI 49512, the administrator and provider of this Service Contract. See the following page for additional terms, conditions, exclusions, and disclosures that apply to this Protection Plan, including terms, conditions, exclusions, and disclosures that apply to Protection Plans sold in particular states.

1. If a mechanical or structural failure arising from any component part of the Adjustable Bed Base ("Bed") of the types listed in the “WHAT IS COVERED” section occurs during the term of this Protection Plan, Guardsman agrees to provide service (“Service”) as outlined in the “SERVICE PROCEDURES” section of this Protection Plan.
2. This Protection Plan is not a maintenance contract, insurance policy, or the original manufacturer's warranty of Your Bed.
3. Consult Your manufacturer's warranty to understand what is and is not covered; this may affect your coverage under this Protection Plan.
4. This Protection Plan is valid for a period of ten years (“the Term”) from the delivery date of Your new Bed, subject to the terms and conditions herein contained.
5. This Protection Plan supplements Your manufacturer's warranty for Your Bed by providing additional protection against certain structural and mechanical failures arising from any of the component parts of the Your Bed, as listed in the "WHAT IS COVERED" section, including labor and replacement costs up to a maximum of \$10,000 during the Term. This Protection Plan does not cover parts or labor (or both) for repair of the Bed if those parts or labor (or both) are eligible for repair, replacement or maintenance under the original manufacturer's warranty of Your Bed or an extended warranty contract covering Your Bed.
6. This Protection Plan is only valid for a new Bed that You purchased when You also purchased this Protection Plan, and this Protection Plan appears on Your sales receipt for Your Bed.
7. This Protection Plan is not transferable by You and is not renewable.
8. You must retain this Protection Plan and Your sales receipt for both the Bed and this Protection Plan.
9. If the Bed or any component parts thereof are repaired or replaced under the Protection Plan, then the Bed or such component parts that were replaced shall be retained by Guardsman as Our property.

**WHAT IS COVERED:**

*This Protection Plan provides Service for any of the following, except for what is listed in the “WHAT IS NOT COVERED” section of this Protection Plan:*

Guardsman will furnish or pay for labor and component parts required to repair or replace component parts of Your Bed, or replace Your Bed, due to mechanical or structural failure arising from a component part of Your Bed that was originally installed by the manufacturer, from normal usage during the term of the Protection Plan, if the damaged components of Your Bed were covered under the original manufacturer's warranty of Your Bed or an extended warranty covering Your Bed.

- Frames
- Welds
- Mechanisms (includes inclining, reclining, heating, vibrating)
- Electrical components (including motors, wiring, and remote operation devices)

However, Guardsman's responsibility under this Protection Plan shall only provide coverage for that portion of the original manufacturer's warranty of Your Bed that has expired (viz., if the warranty for labor has expired, but the warranty for parts remains in effect, then Guardsman's responsibility under this Protection Plan shall only extend to the labor required to repair or replace component parts of Your Bed or replace Your Bed as provided by this Plan).

**REQUIREMENTS FOR REQUESTING SERVICE:**

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

1. You must report any mechanical or structural failure of component parts of Your Bed for which you seek coverage under this Protection Plan, to Guardsman within five (5) business days of the date that such mechanical or structural failure occurred. Notify Guardsman by calling (800)-253-3957, or by filing a Service Request at guardsman.com.
2. You must complete and return the Service Request Form to Guardsman, along with a copy of Your sales receipt for Your Bed and a copy of this Protection Plan within 30 days after Your reporting of the mechanical or structural failure of Your Bed.

**SERVICE PROCEDURES:**

*If Guardsman determines that Your reported mechanical or structural failure of Your Bed is covered under this Protection Plan, Guardsman will perform one or more of the following:*

- Guardsman may dispatch its authorized technician to repair or replace the failed component part of Your Bed or Your Bed. In the event of a covered claim, We may repair or, at Our discretion, replace Your Bed or any failed component part thereof with a new, rebuilt or refurbished Bed or component of equal or similar features and functionality. Upon Our replacement of Your Bed or any component part thereof, We will have no further obligation to repair or replace the Bed or such component part, You will not be entitled to make any further claims for repair or replacement of the Bed or such component part under this Protection Plan and, if We have replaced the Bed, the term of this Protection Plan shall end.
- In the event that Guardsman is unable to obtain a replacement component part for Your Bed or the failed component part is still covered under the original manufacturer's warranty of Your Bed, Guardsman may require that You obtain the component part directly from the manufacturer of Your Bed or from the retailer where You purchased Your Bed.
- Guardsman may, at its sole discretion, satisfy its obligations under this Protection Plan by providing You with a store credit at the original retail store where You purchased Your Bed in an amount equal to the original purchase price of Your Bed (“Reselection”). Your Reselection store credit is only valid for 60 days after We send You notice of the store credit.
- Guardsman may, at its sole discretion, satisfy its obligations under this Protection Plan by offering You a settlement payment amount up to the original purchase price of Your Bed (“Settlement”).
- Replacement, Reselection, or Settlement will complete Our coverage obligations under this Protection Plan for the Bed or a component part of the Bed.
- If You submit a covered claim for that Guardsman is unable to repair or replace and the particular store location where You originally purchased Your Bed has closed, no longer carries Guardsman as a supplier, changed ownership, or has stopped selling new Beds since Your purchase, Guardsman will give You a refund of the original purchase price of this Protection Plan which will complete Your coverage and Our obligations under this Protection Plan.

**WHAT IS NOT COVERED:** *This Protection Plan provides no Service or benefit for any of the following:*

### General

- Mechanical or structural failure of Your Bed or any component parts thereof that is not specifically listed under the section titled “WHAT IS COVERED”.
- Any damage or failure that is covered by a manufacturer's warranty (except as provided herein), insurance, another service contract, or any extended warranty.
- Mechanical or structural failure that is not reported by You to Us within the term of this Agreement.
- Any accumulation of mechanical or structural failures, including damage that occurs from repeated use, rather than from a particular incident.

### Ineligible Furniture & Components

- Any Bed located outside of North America.
- Any Bed sold without a manufacturer's warranty or sold “as is”.
- Ready To Assemble furniture (RTA).
- Any and all pre-existing conditions that occur prior to the effective date of this Protection Plan.
- Damage or mechanism failure that is covered by a recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- Customer's Own Material (COM) items.
- Mattresses.

### Improper Maintenance, Care or Misuse

- Damage on the Bed that has not been properly cared for or maintained, as per Your manufacturer's warranty.
- Damage resulting from the improper use or misuse of the Bed, including the use of the Bed beyond the purpose for which it had been designed.
- Damage caused by or resulting in mold or mildew.
- Damage caused by animals.
- Extensive damage caused by intentional activities.
- Damage caused by theft, vandalism, or as a result of any other illegal activity.
- Damage to any Bed that shows signs of infestation, including, but not limited to, insects, termites, cockroaches, and rodents.

### Manufacturer Quality Issues

- Damage or failure resulting from defects in design, materials or workmanship, except for mechanical or structural failure specifically listed in the "WHAT IS COVERED" section.

### Non-Household Environments

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

### Miscellaneous

- 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.
- Cleaning, preventative maintenance, or customer education.
- Cosmetic damage to furniture, outer casing or other non-operating parts or components.
- Damage to any Bed for which installation prevents normal service.
- Damage caused by independent contractors, such as, but not limited to, maintenance personnel, painters, or other repair or contractor services.
- Non-failure problems, including but not limited to, items not covered, noises, squeaks, etc. Non-recurring issues are not product failures.

### This Protection Plan provides no coverage when:

- The actions listed in the "REQUIREMENTS FOR SERVICE" have not been followed.
- There is consequential damage or delay in rendering service under this Protection Plan, or loss of use during the period that the product is awaiting parts.
- Normal wear and use related failures or damage occurs, including without limitation to rust or corrosion, scratches or dents.

**GUARDSMAN'S OBLIGATIONS UNDER THIS PROTECTION PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF GUARDSMAN AND (EXCEPT IN CERTAIN STATES AS SPECIFIED BELOW) ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. GUARDSMAN IS NOT LIABLE UNDER THIS PROTECTION PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO EITHER SERVICES PROVIDED UNDER THIS PROTECTION PLAN OR FURNITURE COVERED BY THE PROTECTION PLAN.**

You may cancel and return the Protection Plan to the retailer or seller from whom you purchased it for a full refund of its purchase price within 20 days (or within 30 days in **IL** or within 60 days in **CA**) after its delivery. If no service has been provided under the Protection Plan on the date of your cancellation of it, the Protection Plan is void and the retailer or seller from whom you purchased it shall refund to you its full purchase price. A cancellation fee equal to the lesser of 10% of the Protection Plan's purchase price or Fifty and 00/100 Dollars (\$50.00) may be deducted from the purchase price, except no fee will be deducted in the following states: **AL, AR, CA, HI, MD, MO, NM, NV, NY, SC, TX, VT, WY.**

If you purchased the Protection Plan in **HI** or **NV**, you have the right to return the Protection Plan to Guardsman for a full refund of its purchase price within 30 days in **HI**, and within 20 days in **NV**, after delivery of the Protection Plan to you. To the extent that **NV** law gives you the right to return your Protection Plan after such 20-day period, you may request cancellation thereafter in writing and Guardsman will refund you a pro rata portion of the Protection Plan's purchase price based on the time remaining under its term, less a cancellation fee equal to the lesser of 10% of the Protection Plan's purchase price or Twenty-Five and 00/100 Dollars (\$25.00).

In **CA** & **IL**, you may cancel any time after the applicable return period described above, by providing written notice of cancellation to Guardsman (whether or not you have made a claim under the Protection Plan). If you cancel the Protection Plan, Guardsman will refund you a pro rata portion of the Protection Plan's purchase price based on the time remaining under its term, a cancellation fee equal to the lesser of 10% of the Protection Plan's purchase price or Twenty-Five and 00/100 Dollars (\$25.00). In **FL**, you may cancel the Protection Plan at any time for a pro rata refund of the Protection Plan's purchase price based on 90% of unearned pro rata premium less any claims paid or cost of repairs previously made under the Protection Plan.

A 10% penalty per month shall be added to any refund not paid within 30 days of your proper return of the Protection Plan.

Guardsman may not cancel the Plan, although under certain circumstances your coverage may end following resolution of a claim as described in the "Service Procedures" section on Page 1. You may not cancel the Plan after expiration of the applicable return period described above.

The Protection Plan's purchase price and its seller are listed on your sales receipt. There is no deductible under the Protection Plan. Service requests are paid only when a Guardsman approved service technician makes the repair. You may not sell or transfer your rights under the Protection Plan. Except as provided above, you do not have the right to cancel the Protection Plan if you return the product covered or it is sold, lost, stolen or destroyed. You do not have the right to renew the Protection Plan after it expires.

In the following states, unresolved complaints concerning a registrant or questions concerning the regulation of service contract providers may be addressed to: **NH:** If you do not receive satisfaction under the Protection Plan, you may contact the New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or 603-271-2261. **TX:** Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711; **SC:** South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or 803-737-6227. **UT:** Contact the Utah Insurance Dept. at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

**AR RESIDENTS:** A claim against the provider includes a claim for return of the unearned provider fee.

**CA RESIDENTS:** Valspar Corporation is the Obligor and provider. Valspar Industries LLC is the Administrator. Any incidental indemnity payment made under the Protection Plan is limited to \$250 per year. The obligations under the Protection Plan are insured by a reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601.

**CT RESIDENTS:** If the parties cannot reach agreement regarding a dispute under the Plan, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Dept: State of Connecticut, Insurance Dept. P.O. Box 816, Hartford, CT 06142-0816, attn: Consumer Affairs.

**CT, UT & WI RESIDENTS:** Guardsman's obligations under the Protection Plan are insured by a reimbursement insurance policy. The insurer insuring Guardsman's obligations if it becomes insolvent is Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA 15601. If Guardsman becomes bankrupt or insolvent or unable to or fails to pay a covered claim within 60 days of your filing it, you may make a claim under the reimbursement policy directly to Old Republic by calling 1-866-427-3767. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE STATE INSURANCE COMMISSIONER OR DEPARTMENT.**

**FL & NM RESIDENTS:** The Obligor and Protection Plan provider is Engineered Polymer Solutions, Inc. (“EPS”) and “Guardsman” in the Protection Plan refers to EPS.

**FL RESIDENTS:** The Service Plan does not provide coverage for accidental damage from handling or operational or structural failure.

**UT RESIDENTS:** All references to “Guardsman” herein refer to Engineered Polymer Solutions, Inc., d/b/a Guardsman, a wholly-owned subsidiary of The Valspar Corporation, the obligor and Protection Plan provider in the State of Utah. If the furniture covered under the Protection Plan requires a bona fide and necessary need for emergency repair to furniture covered under the Protection Plan to avoid imminent safety hazard, and repair cannot be performed by Guardsman during its normal business hours, you may obtain services for such emergency repair from a qualified service provider, and Guardsman will reimburse you up to the amount of Guardsman's negotiated service rate with its service technician for the reasonable and customary costs you incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Protection Plan.

**WA RESIDENTS:** The service contract provider is Engineered Polymer Solutions, Inc. (“EPS”) and “Guardsman” as used in the Plan refers to EPS. The service contract provider's obligations are insured by a service contract reimbursement insurance policy issued by Old Republic Insurance Company, 133 Oakland Av., Greensburg, PA 15601. You may make a claim under the policy directly to Old Republic by calling 1-866-427-3767. EPS does not use an independent administrator for administering service contracts in Washington, although the retailer from whom you purchased the service contract may provide you with certain services as described in this service contract. You may return the service contract to EPS within 20 days of the date the service contract was mailed to you or within 10 days of delivery if the service contract is delivered at the time of sale. If no claim has been made under the service contract before its return to EPS, the service contract will be void and EPS will refund its full purchase price to you. The right to void the service contract is not transferable and applies only to the original purchaser. A 10% penalty per month will be added to a refund of the purchase price not paid or credited within 30 days after return of the service contract to EPS. The service contract does not provide for 24-hour emergency repairs.

**WI RESIDENTS:** Wisconsin residents are not required to report damage within 5 business days as stated above, however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss.

**SUGGESTED PURCHASE PRICE VALUE: \$1,000.00 or as Shown on Your Sales Receipt**