



Platinum Protection Plan

Please visit

<https://www.raymourflanigan.com/InHomeClaim>
to submit a claim.

Raymour & Flanigan
FURNITURE | MATTRESSES ®

Service Contract

This Raymour & Flanigan Platinum Protection Plan Service Contract (this “Plan” or “Service Contract”) is a Service Contract between you, the consumer (“you,” “your”), and Raymours Furniture Company, Inc., d/b/a Raymour & Flanigan Furniture | Mattresses, the seller and provider of this Service Contract (“we,” “us,” “our”). This Plan is not insurance, nor is it your original manufacturer’s warranty.

This Plan only applies to new fabric, leather, and vinyl upholstered furniture; wood and other hard surface furniture; and mattresses, up to a maximum of \$30,000 in retail value, used in a normal household setting.

This Plan applies to the merchandise as identified on your sales ticket for which the Platinum Protection Plan has been purchased at the price shown on the sales ticket.

This Plan is the complete and exclusive statement of the terms and conditions regarding our performance of service, and replaces any prior oral or written communications on that subject.

This Plan is only valid in those states in which Raymour & Flanigan operates its full service showrooms.

Coverage Period

This Plan is valid for a period of five years from the date of delivery of your new furniture or mattress covered by this Plan (the “Term”).

Your Additional Requirements and Responsibilities

In addition to your other responsibilities described elsewhere in this Plan, you must comply with the following requirements in order for a claim to be honored under this Plan.

FAILURE TO MEET ANY OF THE FOLLOWING REQUIREMENTS WILL RESULT IN A DENIAL OF SERVICE UNDER THIS PLAN.

1. You must be the original purchaser of the furniture and this Plan.
2. You must perform all routine and preventative maintenance recommended by the manufacturer.
3. You must report any stain or damage within 7 business days after noticing it by submitting a claim at <https://www.raymourflanigan.com/InHomeClaim>
4. If a stain or damage occurs, you must protect the furniture against further damage.
5. The account on which the merchandise was purchased must be current and not in arrears.

How to Submit a Claim

If a stain or damage occurs to your furniture, submit a claim at <https://www.raymourflanigan.com/InHomeClaim>

What This Plan Covers

In exchange for your purchase of this Plan, we agree to provide cleaning, protection and repair service through one of our authorized service technicians for the following covered occurrences:

	Fabric, Leather & Vinyl	Wood & Other Hard Surface Furniture	Mattress & Mattress Protectors	*Structural Components
All food and beverage stains	✓	✓	✓	
Cosmetics/lotion	✓	✓	✓	
Nail polish/remover	✓	✓	✓	
Bleach	✓	✓	✓	
Glue/tar/wax/gum	✓	✓	✓	
Grease/motor oil	✓	✓	✓	
Paint/crayon	✓	✓	✓	
Ink/marker/dye	✓	✓	✓	
Grass and mud stains	✓	✓	✓	
Burns	✓	✓	✓	
Cuts	✓		✓	
Rips and punctures	✓		✓	
Human and animal bodily fluid stains			✓	
Gouges or chips that penetrate the finish exposing the substrate		✓		
Checking, cracking, bubbling, or peeling of finish caused by a specific incident		✓		
Breakage, chips or scratches of glass or mirrors		✓		
Loss of silvering on mirrors		✓		
Failure of integral electrical components		✓		
Springs*				✓
Sleeper mechanisms*				✓
Reclining/inclining mechanisms*				✓
Heating and vibrating mechanisms*				✓
Adjustable base mechanisms*				✓

*During the 5-year term of this Plan, we agree to provide service for the above listed specific structural components after the expiration of the original manufacturer’s structural warranty.

Service Under the Plan Will Be Performed as Follows

FURNITURE

1. If furniture covered under this Plan requires stain removal or repair, we will attempt to help you resolve the problem over the telephone and/or send you a cleaning kit with advice on how to remove the stain.
2. If a stain remains after cleaning or the furniture is otherwise damaged, a Raymour & Flanigan Quality Service Technician will be scheduled for a service call, at no charge, to attempt to remove the stain or repair the damage.
3. If the Technician cannot remove the stain or repair the damage, we will, at our option, either re-cover or replace the stained or damaged area. Replacement of a part ends this Plan's coverage of that part (for example, if we replace a seat cushion casing we will not service or replace that seat cushion again). We may use original or non-original parts or substitutions at our sole discretion. Due to variations in dye lots, we cannot guarantee an exact color match. If the color match is not acceptable to you, you may choose to receive a refund of the purchase price of this Plan and this Plan will terminate.
4. If stain removal or repair is not possible, we will replace the stained or damaged piece of furniture with the same model. If the same model of the original item is no longer available, you may select replacement items having a total price equal to or greater than the price of the piece being replaced. If the total everyday selling price of the replacement items are greater than the original purchase price of the item being replaced, you are responsible to pay the difference plus applicable tax. Within 10 days from the date we agree to replace the furniture, you must accept delivery of the replacement.
5. Under this Plan, we are only responsible for replacing the stained or damaged piece, not any furniture which matches, was bought with, or is part of a collection together with the replaced piece. If by operation of the preceding sentence of this Plan one piece of your collection would be replaced with a piece that does not match the piece(s) of the same collection you purchased at the same time and for which you also purchased coverage by this Plan, you have the one-time opportunity, exercisable at our sole discretion at the time the replacement is selected, to replace the other piece(s) of your collection (the "Other Pieces") upon your payment of a Usage Fee. The "Usage Fee" shall be equal to the greater of twenty percent (20%) of the original invoice price of the Other Pieces or two percent (2%) of the original invoice price of the Other Pieces for each month (or partial month) between the date of delivery and the date of your claim under this Plan.
6. Plan coverage ends on the furniture item once it has been replaced one time. This Plan does not cover replacement furniture we provide, nor may Platinum Protection Plan coverage be purchased for such replacement furniture. Furniture covered by the Plan that has not been replaced remains covered during the Term of the Plan. As used in this paragraph, "replaced" furniture includes furniture stained or damaged and covered by this Plan, as well as any Other Pieces you replace by paying a Usage Fee.
7. Furniture being returned is our property, and will be picked

up at our discretion when the new furniture is delivered. Failure to surrender the furniture at the time of delivery of the replacement furniture will stop delivery of the replacement furniture and result in the termination of your rights regarding that furniture under this Plan.

8. You are responsible for the delivery fee on the original purchase, as well as a delivery fee for replacement furniture under this Plan.

MATTRESSES, MATTRESS PROTECTORS & FOUNDATIONS

1. A mattress protector is provided for every mattress under the Platinum Protection Plan and is required to be used in order to qualify for coverage.
2. If the mattress protector becomes stained, wash it immediately in accordance with the care label instructions.
3. If a mattress covered under this Plan requires stain removal, we will attempt to help you resolve the problem over the telephone and/or send you a cleaning kit with advice on how to remove the stain.
4. If a stain cannot be removed from the mattress protector to your satisfaction, please call the claim number provided in this Plan. We will offer a replacement protector one time only.
5. If a stain has reached the mattress and cannot be removed to your satisfaction, we will offer a replacement mattress one time only. This Plan does not cover a replacement mattress we provide, nor may Platinum Protection Plan coverage be purchased for such a replacement mattress.
6. The one-time replacement mattress will be the same model as originally purchased, if in stock.
7. If the same model mattress is no longer in stock, an alternate mattress of equal or greater price can be selected. If the everyday selling price of the replacement mattress is greater than the original purchase price of the mattress being replaced, you are responsible to pay the difference plus applicable tax.
8. The box spring (but not an adjustable base) will only be replaced if the new replacement mattress is a different brand than the original purchase. Box springs will not be replaced once a replacement mattress has been delivered.
9. Bed frames are not covered and cannot be replaced as part of this Plan.
10. You are responsible for the original delivery fee as well as a delivery fee for a replacement mattress under this Plan.

120-Day Mattress Comfort Guarantee

1. To qualify, the Platinum Protection Plan must have been purchased for the mattress and the mattress must be kept for 30 days after the date of delivery. If after 30 days you are not completely satisfied, you will have up to 90 days (120 days after your original delivery) to reselect a mattress with the assistance of a store or showroom manager.
2. There is a limit of one mattress reselection per customer under this Comfort Guarantee portion of the Plan. The balance of your Platinum Plan is still valid.
3. A replacement mattress must be of equal or greater price to the mattress being replaced. If the everyday selling price of the replacement mattress is greater than the original purchase price of the mattress being replaced, you are responsible to pay the difference plus applicable tax.

4. The box spring will only be replaced if the new reselected mattress is a different brand than the original purchase. Box springs will not be replaced once a reselected mattress has been delivered.
5. Law tags must be attached to the returned mattress, and the mattress must be in sanitary condition, clean and free of tears, burns and stains of any kind.
6. Adjustable bases, clearance center merchandise, pillows, mattress protectors and bed frames cannot be replaced as part of this Guarantee.
7. You are responsible for the original delivery fee as well as a delivery fee for a reselected mattress under this Guarantee.

What This Plan Does Not Cover

- Stains or damages other than those specifically listed in the section of this Plan titled "What This Agreement Covers."
- Any loss covered under any homeowners or other insurance policy you maintain.
- Stains or damage occurring while the furniture is in or being moved into or out of storage or being moved from one residence to another.
- Damage caused by scratches.
- Stains or damage, including color loss, caused by cleaning methods other than those recommended by the manufacturer.
- Stains or damage caused by, or the result of, mold or mildew.
- Odors.
- Stains or damage caused by independent contractors such as, but not limited to, maintenance personnel, painters, or other repair or contractor services.
- Damage caused by animal beaks, teeth, or claws.
- Damage caused by fire, smoke, flood or other natural disaster, theft or vandalism.
- Damage caused by structural problems or appliance malfunctions such as, but not limited to, leaks from air conditioners, skylights, roofs, water heaters, or water pipes.
- Furniture that is used for commercial, institutional or rental purposes.
- Furniture that has been mishandled, neglected, or abused.
- Furniture sold "as is" or floor samples.
- Stains or damage caused by normal soiling from everyday use or a stain or soil buildup over time including body, hair, or suntan oils (signs of soiling include, but are not limited to, darkened areas where the head, arms, and legs come in contact with the upholstery). This Plan does not provide for overall cleaning. General maintenance including regular professional cleaning of the furniture is your responsibility.
- Damage caused by wear such as, but not limited to fading, seam separation, stress tears, or loss of foam resiliency on all types of furniture; pilling or fraying of fabric; color loss or cracking and peeling of leather or vinyl; stitching on mattresses or box springs.
- "X" Cleaning Code fabrics and Non-Colorfast Fabrics and Leathers.
- Natural leather markings such as, but not limited to, scars, insect bites, brand marks and wrinkles.

- Handles on mattresses. Structural damage or sagging due to an inappropriate bed frame. Mattress damage due to use of an inadequate foundation or box spring.
- Human and animal bodily fluid stains (covered only on mattresses and mattress protectors).
- Furniture showing signs of infestation, including but not limited to insects, rodents, termites and cockroaches.
- Replacement furniture we provide to you is not covered by this Plan.

Limited Services Warranty; Disclaimer Of Warranties

We warrant only that the services will be performed in a professional and skillful manner. No other express warranties are provided to you. Any implied warranties are limited to the term of this Plan. No other information or advice (written or oral) provided to you by us, our employees or our contractors will create a warranty by us or increase the scope of this Plan. This plan gives you specific legal rights, and you may also have other rights that vary from state to state.

Limitation of Liabilities

Our limit of liability for any claim under this Plan is the cost to repair your covered product in accordance with the terms of this Plan, not to exceed the retail purchase price of the covered product.

Please note, under no circumstances are we liable for any special, incidental, indirect, or consequential damages, even if we are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of such damages, so the above exclusion or limitation may not apply to you.

General Terms

A. Cancellation

1. You may cancel this Plan for any reason by sending a written notice including the Plan and a copy of your invoice to:

Raymour & Flanigan
Attn: Platinum Protection Plan Administrator
7248 Morgan Road
Liverpool, NY 13090
1-866-475-9170

If you cancel within ten (10) calendar days of the date on your sales ticket, you will receive a full refund less the cost of any service provided or claims paid.

2. We may cancel this Plan for fraud, material misrepresentation, or non-payment by you or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least fifteen (15) calendar days prior to cancellation. If we cancel, your refund will be based upon 100% of the unearned pro rata premium.

B. Transferability—This Service Contract is non-transferable.

- C. Obligations of the provider under this Service Contract are backed by the full faith and credit of the provider.

The provider may be contacted as follows:

Raymour & Flanigan

Attn: Platinum Protection Plan Administrator

7248 Morgan Rd.

Liverpool, NY 13090

1-866-475-9170

- D. **Modifications**—Any modifications to this Plan must be in writing and signed by a Raymour & Flanigan authorized party. No manager or sales associate may modify the terms of this Plan.

E. **Individual State Disclosures**

Connecticut Only: The expiration date of this Plan shall automatically be extended by the duration that the covered product is in our custody while being repaired. You may pursue arbitration to settle disputes. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: 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 Plan.

Definitions

BURNS: Limited to cigarette, cigar, or pipe tobacco burns and burn marks not caused by a fire.

NON-COLORFAST FABRIC OR LEATHER: Fabric or leather that has color loss when cleaned according to the manufacturer's cleaning instructions.

NORMAL HOUSEHOLD SETTING: A permanent and stationary domestic residence. Furniture that is exposed to outdoor elements is not covered, with the exception of outdoor furniture.

RIP: Tearing of the upholstery.

SEAM SEPARATION: An upholstery seam that comes unstitched or unglued.

STRESS TEAR: Tearing or ripping of upholstery within 1/2 inch of, and parallel to, the seam line.

SUEDE: Process of raising fibers on flesh-side of hide to give a nap effect by buffing.

WOOD AND OTHER HARD SURFACE FURNITURE: Furniture such as, but not limited to: solid wood, wood veneers, laminated finishes, polyester, lacquer, marble, tile, stone, faux stone, leather, glass and metal.

"X" CLEANING CODE: Fabrics with this cleaning code can only be vacuumed and cannot be cleaned with any type of cleaner.

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