

SmartCare Mattress Protection Plan (Cotton Blend) | Terms & Conditions

Residential Mattress Protection Plan - Mattress For Private Use

Our commitment to you

As long as your mattress is covered by its own manufacturer's warranty SmartCare will cover your mattress's ticking (The covering of your mattress) and mattress protector against accidental stains and damages for 5 years, provided your SmartCare mattress protector has been properly fitted at all times and been cared for as detailed below.

Your SmartCare mattress protector is warranted against faulty workmanship for the same period as your mattress product warranty. During this warranty period you are entitled to up to three free replacements should any fault occur with the mattress protector or should it fail to protect your mattress from any stain (when fitted in accordance with the instructions).

SmartCare's liability is limited to a maximum of the original purchase price of the damaged mattress or SmartCare's purchase price (if replacing), whichever is the lesser. The new mattress will not be covered under this Protection Plan and the Protection Plan will be concluded.

Definitions

Abuse: Improper use, mistreatment, to use in a way that is harmful or not the intended manner for which the item was designed.

Accident: An unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented.

Incident: A single occurrence that results in damage to the mattress/protector.

Neglect: Failure to take reasonable care of or to look after the mattress/protector. Failure to protect the mattress/protector from likely damage. Disregard of duty of care resulting from carelessness or indifference. More than two occurrences of the same or similar type.

Cleaning Disclaimer:

Please note: Your SmartCare protection plan is not a cleaning contract. It is an accidental stain and damage agreement. If you would like your mattress professionally cleaned (additional charges apply) please ask our claims manager who will refer you to an authorised cleaner in your area.

This Mattress Protection Plan is given by UPcare international Pty Ltd (ACN: 613651737)

For further information contact SmartCare on: 1300 979 771 Or email: claims@upcareonline.com

About the product

Waterproof

Machine washable

Circular knitted cotton poly blend

Maintains natural feel of mattress

Air and Vapour Porous (Allows airflow whilst being waterproof)

Easy Fitting Instructions:

1. Fit the protector with the soft material facing up.
2. Secure the elasticised ends to each corner of the mattress.
3. Sleep well.

Care Instructions

It's important to keep your mattress protector cleaned and in a sanitary condition. Note that lack of regular care may void the Mattress Protection Plan.

We recommend machine-washing in warm water at least every 2-3 months using regular washing detergents and pre-wash stain removers.

Do not use solvents or bleaches.

- Do not iron the mattress protector as this can damage the special protective coating.
- Tumble-dry on low heat but ensure the protector is repositioned several times during the drying cycle. Naturally dry when possible.
- As required, use a spot cleaner to remove any marks or stains on your protector. If you do notice any stains or marks check that they haven't penetrated the mattress.
- When changing your bedding leave the mattress protector in place.
- Vacuum your mattress protector regularly to remove hair, dust and other foreign particles.
- Ensure that your bedding is changed weekly.
- Do not dry clean the mattress protector.

How to Make a Claim:

Go to amart.upcareonline.com

1. What is Covered?

Your SmartCare Circular Knitted mattress protector and the mattress ticking are covered for the following:

Accidental Stains to mattress protector and mattress's ticking (The covering) - where the mattress protector is fitted correctly but has failed to protect your mattress from the following:

- (a) Food and Beverages
- (b) Human bodily fluids (Excluding sweat)
- (c) Pen and Ink Stains
- (d) Lipstick
- (e) Acetone
- (f) Cosmetics
- (g) Fake tans
- (h) Soaps
- (i) Paints
- (j) Chemicals such as bleach and other corrosive chemicals
- (k) Where it is determined cause of the mattress stain/damage is the fault or failure of the mattress protector SmartCare will steam clean or repair the mattress at no cost. Where the stain/damage cannot be removed SmartCare will, at our discretion, replace the mattress. In the event that the original mattress is replaced, the new mattress will not be covered under this Mattress Protection Plan and this Mattress Protection Plan will be concluded.
- (l) Accidental Damage to the mattress and mattress protector as a result of any spills or stains to the mattress which cannot be removed or rips or cuts to the mattress ticking (Top layer of the mattress)

2. What is not covered:

As usual there are some exclusions and limitations to the Mattress Protection Plan and the mattress warranty. These do not affect your rights under statutory consumer guarantees that apply in Australia and New Zealand.

The Mattress Protector and Protection Plan cover apply when protectors and mattresses are being used for their intended purposes and maintained correctly using the products supplied or recommended by SmartCare.

- (a) Stains or damage caused by harsh chemicals, dyes and dye transfer
- (b) Accumulated or multiple stains. Note: This Mattress Protection Plan is for accidental stains and damage only. Such stains or damage must be reported to SmartCare within 5 days of their occurrence.
- (c) Accumulated or multiple stains are regarded as general wear and tear and not covered by the Mattress Protection Plan.
- (d) Unidentified stains or damage
- (e) Damage to the mattress or protector caused by burns or ironing
- (f) Stains or Damage that occur while the mattress is in transit, being relocated (including within your home) or being turned.
- (g) Damage or stains caused by pets or other animals.
- (h) Damage caused by contractors or tradespeople working on your premises.
- (i) Stains or damage to the mattress caused by deliberate and repetitive acts (including damage caused by children), mishandling (including damage caused by pulling or dragging the mattress) abuse or vandalism
- (j) Stains or damage that result from using a protector when it is known to be damaged or defective
- (k) Stains or damage to a mattress that has been mishandled, abused, neglected or exposed directly or indirectly to the elements (Eg: sun, wind rain).
- (l) Stains or damage to the mattress not resulting from failure of the protector
- (m) Stains or damage as a result of not properly fitting the mattress protector or not fitting the mattress protector at all.
- (n) Normal wear and tear
- (o) Stains or damage to a box spring structure or foundation of the mattress.
- (p) Stains or damage to carpet or flooring due to liquid run-off
- (q) Any loss that is covered under an insurance policy
- (r) Fraudulent Activity
- (s) Acts of God including floods, wind, fire or damage.
- (t) Stains that are older than 5 days prior to being reported.
- (u) In some cases the mattress may be too dirty to carry out an effective repair. A cost for the cleaning of the mattress prior to carrying out the repair shall be your responsibility.
- (v) Water marks caused by spot cleaning (Note: This indicates that the general condition of the mattress is soiled. Watermarks are caused when the outer edges of a cleaned section blend into an uncleaned section leaving a soil ring.
- (w) Stains or damage caused by medications.
- (x) Sweat stains.

3. Suspicious or Fraudulent Claims

SmartCare reserves the right in its absolute discretion to cancel the protection plan policy and provide a full refund of the purchase price of the protection plan if SmartCare suspects or reasonably believes that the customer is being unreasonable or unfair in their expectations of the protection plan or is acting suspiciously or fraudulently in making claims or is in the opinion of SmartCare making excessive claims.

Eg. Multiple claims in a very short period of time may be considered neglectful or suspicious.

4. Limited Liability

This Mattress Protection Plan does not extend to any other damages or loss to a person or property directly or indirectly resulting from the misuse or the incorrect use of the Mattress Protection Plan or Mattress Protector.

This Mattress Protection Plan does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation in the country in which the mattress is sold.

SmartCare will cover repairs to the retail price of the mattress but at any time, we reserve the right to replace the mattress at our cost and cancel the protection plan once a replacement has occurred.

5. What if SmartCare can't fix the damage?

(a) SmartCare's mattress specialists are fully trained in expert repairs but sometimes even they cannot fix it. SmartCare will try to obtain the original or similar mattress colour (and texture) to match the original material to replace the damaged area. However SmartCare cannot guarantee an exact colour/texture match. In such circumstances SmartCare will provide the closest possible colour/texture match available at the time.

(b) **Please Note:** Even when / if SmartCare needs to replace a section of your mattress that new section is still covered by your Mattress Protection Plan for the remainder of the Mattress Protection Plan's duration, provided the repair cost does not exceed the actual purchase price, or SmartCare's purchase price of the mattress, whichever is the lesser.

(c) If SmartCare's mattress specialists carry out a repair that you're not happy with, SmartCare will:

1. Happily either refund the purchase price of your Mattress Protection Plan or
2. Pay the excess on your house and contents insurance to the amount limited to the particular mattress damage claim - if your insurance covers such claims - whichever is the lesser. Your SmartCare Mattress Protection Plan limits your claim to one payment of your insurance excess.
3. Allow you to re-select a replacement mattress from the original retailer. If you fail to re-select a replacement mattress within 15 days, SmartCare will refund the purchase price of your Mattress Protection Plan. At this point this Mattress Protection Plan is deemed complete and this Mattress Protection Plan comes to an end. Note: Where the price of the re-selected mattress exceeds the original purchase price, the customer agrees to pay the difference.

(d) If SmartCare chooses not to repair your mattress and instead, at their discretion, chooses to replace it, your cover under this Mattress Protection Plan in all cases, is limited to a maximum amount equal to the actual purchase price of the mattress or SmartCare's purchase price, whichever is the lesser. At this point SmartCare's obligation under this Mattress Protection Plan is deemed complete and this Mattress Protection Plan comes to an end. Your new replacement mattress is no longer covered by SmartCare's Mattress Protection Plan.

6. What if I live in a remote area?

(a) SmartCare reserves the right to limit the distance our repair technicians will travel to claims in remote areas.

(b) SmartCare reserves the right to determine the definition of "remote area" which is generally defined as any area outside of a 150km travelling limit from an authorised SmartCare repairer.

(c) In such circumstances SmartCare will pay for repairs and honour claims, and reserves the right, at SmartCare's discretion, to require you to arrange and pay for transportation to and from the authorised repairer's residence outside of a given distance.

7. Your Rights as a Consumer:

This product comes with guarantees that cannot be excluded under the Australian and New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the product fails to be of acceptable quality and the failure does not amount to a major failure (Consumer Guarantees).

Consumer Guarantees applies to the supply of goods or services under the Australian Consumer Law, Schedule 2 to the Competition and Consumer Act 2010 or the Consumer Guarantees Act (1993) for New Zealand Consumers, and cannot be excluded, restricted or modified by agreement.

The limited warranty provided under the Fabric Protection Plan applies in addition to the Consumer Guarantees (and any warranty offered by the retailer) and do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of any statute where to do so would contravene that statute, or cause any part of this clause to be void.

To the fullest extent permissible by law, SmartCare excludes consequential loss of any kind (including, without limitation, loss of use of your mattress) and (other than expressly provided for in these terms and conditions) all terms, conditions and warranties implied by custom, the general law or statute.

10. Updating these Terms & Conditions

SmartCare reserves the right to update these conditions from time to time where necessary. The current version of these terms and conditions will always be available to you by visiting amart.upcareonline.com. You are protected by Australian & New Zealand Consumer Law against any variations that may be deemed unfair and any updates will be made in the best interest of the consumer to add further clarity to the existing versions of the terms and conditions.

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