

Furniture Warranty Insurance

Insurance Product Information Document

Company: Staingard Limited Product: Furniture Warranty Policy

Staingard Limited is authorised and regulated by the Financial Conduct Authority. Registration Number 511581



This document provides a summary of the key information relating to this insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

What is this type of insurance?

Dependent upon the level of cover provided by your retailer, you may be covered for the removal of stains, or repairs to damage caused accidentally.



What is insured?

Depending on the level of cover?

- ✓ **Upholstered furniture mattresses & mattress protectors: Staining & Accidental damage resulting in:**
 - Staining • Rip or tear • Burn • Scratch
 - Puncture • Scuff • Pet Damage.
- ✓ **Carpet: Staining only.**
- ✓ **Cabinet & Dining Furniture: Staining & Accidental damage resulting in a:** Water, liquid or heat marks from items in normal household use;
 - Breakage, dents, chips, scratches which have penetrated through the surface finish; or
 - Breakage, scratches and chips of glass or mirrors occurring during normal household use.



What is not insured?

- ✗ Cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time or is from normal everyday use, such as an accumulation of dye transfer.
- ✗ Any damage resulting from wear and tear.
- ✗ The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the product.
- ✗ Accidental damage (including staining) caused by the use of incorrect or inappropriate cleaning products or cleaning methods.
- ✗ The removal of any odour even where caused by a stain.
- ✗ Any transit or delivery damage.
- ✗ Damage caused by any animal other than **your** pet(s).



Are there any restrictions on cover?

- ! Pet damage is limited to 3 incidents during the period of cover. Where there has been extensive incidents of pet damage this policy will not provide cover for any such damage.
- ! This policy will be rendered void if you make any modifications to your furniture.
- ! This policy will not cover furniture used in business premises or in residential premises which you let or sublet.
- ! All incidents must be reported within 14 days of the incident occurring.



Where am I covered?

The policy will cover use of the furniture within the United Kingdom, Channel Islands and the Isle of Man.



What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid. You must follow our claims process which can be found in your policy documentation.



When and how do I pay?

Your premium can be paid in line with the retailer's payment methods.



When does the cover start and end?

Your cover will start on the date specified on your certificate. The policy will end either on the date specified on the certificate or if the maximum level of indemnity is reached. Misrepresentation and fraud will result in your policy being terminated immediately.



How do I cancel the contract?

By telephone, email or post. You can cancel your policy within 14 days from the date of purchase or the day on which you receive your policy documentation, whichever is the later by contacting either your retailer or the administrator. Your premium will be refunded in full on the condition that no claims have been made or are pending. If you wish to cancel after the 14 day cooling off period, please contact the organisation from whom you bought your policy.

Your Insurer

This policy is a contract between You and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp. Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

Making a claim

If you need to make a claim, please tell us no more than 14 days after discovering the damage by contacting us in one of the following ways;

- Notifying us online at myfurnitureinsurance.co.uk
- Calling us on **01384 473017 Monday to Friday 9am-5pm**

On all correspondence please tell us you are insured by Acasta European Insurance Company Limited and provide the reference number shown in the policy wording along with the unique policy number from your policy. This will help us to validate your policy details and deal with your claim as quickly as possible.

Complaints

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

COMPLAINTS PROCEDURE

We will always try to give You a quality service. If you think we have let you down, please write to:

Homeserve Furniture Repairs Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.

Or You can either email the Administrator at info@hfrclaims.co.uk or phone the Administrator on 01384 473 017

Details of the HFR Administrations Complaints Handling process will be sent to You on request. If You are still not satisfied,

You can contact the Insurance Division of the Financial Ombudsman Service at: The Financial Ombudsman Service,

Exchange Tower, London E14 9SR, You can also contact the Financial Ombudsman Service on 0800 023 4567.

Website: www.financial-ombudsman.org.uk. Using this service does not affect Your right to take legal action.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service.

This also applies if you are insured in a business capacity and have an annual turnover of up to €2million and fewer than

ten employees. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service Exchange Tower,

London E14 9SR, tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk.

The above complaints procedure is in addition to your statutory rights as a consumer.

What happens if we can't meet our liabilities?

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Terms and Conditions Of Insurance

Thank you for choosing Stainoard Warranty Group ("A trading name of Homeserve Furniture Repairs") to supply your furniture protection. We hope that your furniture will be trouble free, however should you need to make a claim under your Insurance Certificate please follow the process detailed under "Claims Procedure". Subject to the level of cover provided, details of which can be found on the front of your Certificate we will indemnify you against the costs of removing stain damage and accidental damage relating to your furniture or carpet in accordance with the terms and conditions shown below provided the premium (which includes Insurance Premium Tax) has been paid for the cover selected.

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Territorial Limits** Homeserve Furniture Repairs Ltd is authorised and regulated by the Financial Conduct Authority.

What to Do in the Event of an Incident or Spillage.

In the event of an incident, you must contact the service provider for instructions before attempting to clean or repair the affected furniture. You should only clean the affected furniture following the direction from the service provider, and by using the approved cleaning kit or method recommended. Customer Service Help line on **01384 473017** (Monday – Friday 9am-5pm).

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Certificate of Insurance.

- **Administrator:** Stainoard Warranty Group Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.
- **Service Provider:** Homeserve Furniture Repairs Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.
- **Insured, You, Your:** The person(s) whose name and address is shown on the Certificate of Insurance.
- **Insurer / We / Us / Our:** Acasta European Insurance Company Limited
- **Furniture:** The item or items detailed on your sales receipt and the subject of this Certificate as stated overlaid.
- **Service Request:** The request for a technician to attend to your home during normal working hours (8am – 5pm Monday to Friday).
- **Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

Limit of Indemnity

We will pay for cleaning, repairs and part or full replacement up to a maximum of £10,000 for damaged furniture, or up to the original purchase price of either article, whichever is the lower in settling any one claim or in total of all claims made during the period of insurance. Mattress protectors will be replaced up to a maximum 5 times as a result of a valid claim. Originally supplied arm caps and scatter cushions are covered for stain removal and accidental damage only. If the arm cap or scatter cushion cannot be cleaned or repaired our limit of indemnity is restricted to the original cost of the arm cap or scatter cushion. In the event a carpet is replaced the policy will only cover the cost of the carpet and no additional extras such as underlay, fitting or gripper rods will be included.

Territorial Limits

The Insurance is limited to the United Kingdom, the Channel Islands and the Isle of Man.

Period of Insurance

Cover under this Certificate of Insurance will commence on the date of delivery of the furniture item(s) covered as stated overlaid and will continue, subject to the terms set out in this Certificate of Insurance, for a period of five years inclusive of the supplier's 12 month warranty period. Cover for structural defects is limited to 48 months and will commence 12 months after the date of delivery of the furniture.

What is covered

The following occurrences of stain damage and accidental damage are covered under this Certificate of Insurance subject to the cover you have selected and the exclusions listed under "What is not covered".

Upholstery

Where shown on your Certificate, Stans on fabric or leather furniture, mattresses (including mattress protectors) and carpets which are sudden and accidental resulting from;

- Food and beverages;
- Ink, paint and dye;
- Human and pet bodily fluids;
- Cosmetics, soap and shampoo;
- Wax and wax polish;
- Glue and superglue;
- Dye transfer from clothing and newspaper print;
- Acids, bleaches, caustic and corrosive solutions and substances.

Where shown on your Certificate Structural defects to fabric or leather furniture, mattresses (including mattress protectors) following the expiry of the supplier's warranty caused by;

- Defects to frames caused by breakage or becoming warped;
- Defects of mechanical, electric recliners and components;
- Bending and breakage of metal components;
- Broken zips, castors, and buttons;
- Separation of seams and stitching;
- Lifting or peeling of the hide on leather furniture;
- Loss of resilience to foam and fibre interiors.

Where shown on your Certificate, Accidental Damage on fabric, leather furniture, mattresses & mattress protectors caused by:

- Piles, tears, bumps, scuffs, scratches and punctures. Accidental Damage includes damage caused by pets. Damage caused by pets (that is not extensive) is limited to three (3) claims during the period of insurance.
- Deliberate damage caused by children (under 12) is limited to one (1) claim during the period of insurance.

Cabinet & Bed Frames

Where shown on your Certificate Stains and Accidental Damage to cabinet furniture, bed frames & mattresses which is sudden and accidental resulting from:

- Water, liquid or heat marks from items in normal household use;
- Breakage, dents, chips, scratches which have penetrated through the surface finish; or
- Breakage, scratches and chips of glass or mirrors occurring during normal household use.

Structural Defects to cabinet furniture, bed frames & mattresses following the expiry of the manufacturers warranty caused by;

- Defects to frames caused by breakage or becoming warped;
- Peeling of the finish on solid wood, veneered or laminate furniture;
- Defects of mechanical, electric recliners and components;
- Bending and breakage to metal components;
- Broken zips, castors, and buttons;
- Separation of seams and stitching;
- Lifting or peeling of the hide on leather bed frames and dining chairs;

What is Not Covered

We will not pay the claim costs arising from:

- 1) Any damage (structural or otherwise), soiling or staining caused:
 - a. Prior to or during delivery;

- b. To insured items used for rental / sublet or premises where the furniture is stored in storage or transit;
 - c. By contractors working in or on the premises where the furniture is being used;
 - d. By the failure of plumbing, drainage, electrical or central heating systems including leaking radiators or pipes;
 - e. By or resulting from misuse or mishandling;
 - f. By or resulting from abuse, neglect, violence or vandalism;
 - g. Removal of stains caused by a build up of perspiration, hair and body oils;
 - h. By accumulated multiple stains or any undetectable stain;
 - i. By any spill or stain not attended to in a manner described by the administrator;
 - j. By fire, fire damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidation, or any other natural disaster
 - k. By any other cause not specifically mentioned under "What is Covered".
- 2) Removal of odours even when caused by a stain;
 - 3) Stains & damage that is consistent with wear and tear
 - 4) Stains & damage or anything that happens gradually including dye transfer;
 - 5) Damage caused by insects, non domestic animals or wild birds
 - 6) Pet damage which is extensive and/or not a single incident;
 - 7) The use or application of cleaning substances or materials other than those provided by the service provider;
 - 8) The incorrect use of any cleaning substances or materials
 - 9) Insured items that do not meet the minimum requirements of the British furniture industry;
 - 10) Fabric failure, including fraying & lost buttons;
 - 11) The cost of replacing your insured item in the event of staining or damage to arm caps or scatter cushions;
 - 12) Failure to comply with the manufacturer's, supplier's, or insurance or service providers instructions;
 - 13) Use of the furniture in a manner other than that intended by the manufacturer;
 - 14) Loss of resilience of foam cushions if under 30%; This is defined as the depressed cushion not returning to within 30% it's original height or volume;
 - 15) Natural characteristics of leather, such as brands, ticks, marks and opened scars;
 - 16) Failed repairs carried out under the manufacturer's warranty;
 - 17) Repairs carried out by a technician not assigned by the service provider;
 - 18) Damage caused by a contractor, cleaner or plumber
 - 19) Fading, effect of sunlight or non-colour fast materials;
 - 20) Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
 - 21) Consequential loss of any kind and or loss of use;
 - 22) Structural defects first discovered during the manufacturer's warranty period;
 - 23) The cost of replacing un damaged carpet beyond the boundary of the room where the carpet is damaged even if there is a common design or colour;
 - 24) Damage not consistent with the original claim or misrepresentation of an occurrence;
 - 25) Service costs where having arranged for the attendance of a service provider they are unable to gain access to the furniture. In such instances you will be responsible for the cost of the service request to the service provider before they will re-attend.

26) Any Costs

General Exclusions

War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or of damage to property by or under the order of any government, local or public authority.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Radiation

Any direct or indirect consequence of:

- o Irradiation, or contamination by nuclear material; or
- o The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- o Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Electronic Data

Any consequence, however caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Cover Conditions

Duty of Care

The existence of this Insurance Certificate does not eliminate the need for you to maintain the furniture to a standard as directed by the manufacturer and keeping the furniture clean and out of direct sunlight.

Transfer of Insurance

You can transfer this Certificate of Insurance to another named party (subject to the payment of a £35.00 administration fee) by returning the document to the administrator and supplying the full name and address of the new administrator.

1. Observance of policy Terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for, in writing to: 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

2. Your responsibilities

You must co-operate fully with **Us** and must keep **Us** up-to-date with the progress of the claim.

3. Reporting a claim

You must notify the **Claims Administrator** as soon as possible, but within 14 days of the point that **You** become aware of the failed transaction. The claims notification number is 01384 473017 (Monday – Friday 9am-5pm).

4. Recoveries/Subrogation

We reserve the right to take legal proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover any costs or damages **We** have paid out under this insurance to anyone else. If **an Insured Person** recovers any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

5. Dispute Resolution

If any dispute between the **Insured Person** and **Us** arises from this policy, the **Insured Person** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured Person's** concerns the **Insured Person** can ask the Financial Ombudsman Service to arbitrate over the complaint.

6. Assignment

This insurance is between and binding upon **Us** and **You** and **Our/Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Our** prior written consent.

7. Waiver

If the **Insurer** or any **Insured Person** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

8. Governing law

This insurance is governed by the law of England and Wales.

9. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

10. Fraudulent claims

We may, at **Our** discretion, void the policy from inception, or from the date of claim, or alleged claim, or **We** may not pay the claim if:

b) a claim made by **You** to obtain benefit under this policy is fraudulent or intentionally exaggerated, whether material or not; or

c) a false declaration or statement is made in support of a claim.

11. Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

12. Other Insurances

If the insurance provided by this **Policy** is also covered by another policy, or would have been covered if this **Policy** did not exist, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

13. Period of Insurance

The **Period of Insurance** will end on the date specified in Your policy schedule or when **You** make a claim, whichever happens first. For further terms please see the **WHEN WILL COVER END** section.

Data Protection

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by the company who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and We suspect fraud, We will record this. We and other organisations may use these records to:

a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household

b. Trace defaults, recover debt, prevent fraud, and manage Your insurance policies

c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

20) Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;

21) Consequential loss of any kind and or loss of use;

22) Structural defects first discovered during the manufacturer's warranty period;

23) The cost of replacing un damaged carpet beyond the boundary of the room where the carpet is damaged even if there is a common design or colour;

24) Damage not consistent with the original claim or misrepresentation of an occurrence;

25) Service costs where having arranged for the attendance of a service provider they are unable to gain access to the furniture. In such instances you will be responsible for the cost of the service request to the service provider before they will re-attend.

26) Any Costs

27) Repairs carried out by a technician not assigned by the service provider;

28) Damage caused by a contractor, cleaner or plumber

29) Fading, effect of sunlight or non-colour fast materials;

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