

Important – The Intention of the cover

The intention of this Plan is to provide:

- a) cover for individual incidents of accidental staining and accidental damage for 5 years;
- b) cover for manufacturing faults to the interior of the furniture for 3 years from the end date of the 2-year manufacturer or DFS guarantee;
- c) cover for manufacturing faults to the exterior of the furniture for 3 years from the end date of the 2-year manufacturer or DFS guarantee; and
- d) cover for manufacturing faults to the motion furniture mechanism for 3 years from the end date of the 2-year manufacturer or DFS guarantee.

The meaning of the terms is explained below. The Plan does not cover for damage that naturally occurs due to normal use and ageing or for your product becoming gradually dirty and out of condition over time.

Sofacare cover

5 year cover starting from the date of delivery of the furniture for:

Any accidental staining and accidental damage – this means any stain or damage suffered as a result of a sudden and unintentional incident. Please see section 4 for exclusions.

3 year cover starting from the end date of the 2-year manufacturer or DFS guarantee for:

Interiors

Foam - excessive loss of resilience (ELOR) of interior foam fillings, which for the purposes of this insurance means collapsing, sagging or softening, in use when compared to other comparable cushions.

Fibre - being identified as having insufficient interior filling when compared to other comparable cushions or manufacturing standard.

Exteriors – broken zips, broken or breaking stitching, seams splitting, broken buttons, peeling or cracking of leather as a result of an inherent defect, separation of layers in synthetic fabric.

Motion Furniture - when relating to recliner, sofa bed and headrest mechanisms this means breaking or bending of the mechanisms, reclining motor, cabling, transformer, handles or switches.

Electrical and audio visual - Any damage or faults to electronic and audio-visual equipment that are attached or form part of your furniture, including handheld wireless devices.

Stain Protection - in this Plan, if applicable, this means your fabric product has received a stain protector treatment prior to delivery.

Certification of cover

In return for payment of the premium, Acasta European Insurance Company Limited will cover the product in line with the following terms and conditions. Guardsman Industries Limited is authorised to sign and issue this plan certificate on Acasta European Insurance Company Limited's behalf.

Signed by



Mark Potter
Managing Director
Authorised signatory for Guardsman Industries Limited

SECTION 1 - INTRODUCTION

This document sets out the benefits, conditions, and exclusions for the Insured under the DFS Sofacare Protection Plan. Please read it carefully to make sure you understand the cover provided. Your product(s) is only covered if you follow the terms & conditions and claims procedures of this Plan and have paid the required premium.

Your Protection plan (hereafter referred to as Plan) is managed by Guardsman Industries Limited (Guardsman), an insurance intermediary, whose registered address is Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London E14 5HU. Guardsman Industries Limited is authorised and regulated by the Financial Conduct Authority under registration number 311766. These registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

Your Protection Plan is provided by Acasta European Insurance Company Limited. We/Us/Our: Acasta European Insurance Company Limited, Unit 1, 124 Irish Town, 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 us on request.

It is your responsibility to ensure that the Plan meets your needs. Acasta European Insurance Company Limited or Guardsman do not provide advice or a personal recommendation about the suitability of this Plan. Please check that the information contained in the Plan confirmation schedule is correct and that it meets your requirements. If it doesn't, please contact Guardsman. Please read these terms and conditions carefully, in conjunction with the Plan Certificate and Insurance Product Information Document (IPID), and make sure you understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the insurance becoming void.

Acasta European Insurance Company Limited do not have any direct or indirect holding in Guardsman and neither does Guardsman have any direct or indirect holding in Acasta European Insurance Company Limited.

SECTION 2- LIMITS OF COVER

1. The most we will pay under this Plan is the original price you paid for the product, or £25,000, whichever is the lowest. In the event of an item needing full replacement, previous claims costs up to 50% of the original price will not be included in the final calculation. If an item is replaced under the terms of this Plan, no further cover will be available for this item under this Plan. This product is only covered if it remains within the United Kingdom (not including the Channel Islands or the Isle of Man) at all times.
2. Your product must be in the policyholder's main residence including purpose-built garden rooms and conservatories and not used in commercial premises, or property which you may rent out, including rented rooms within your main residence and Airbnb.
3. The Plan does not cover any furniture kept on a boat, in a caravan, or in outbuildings e.g. garage or shed.
4. There is no cover under this Plan for any product failing during the manufacturer's or DFS's guarantee period.
5. Additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) are limited to a maximum indemnity of their purchase price as detailed individually on the invoice, or up to a maximum of 10% of the total retail value.
6. Cover is limited to pre-assembled furniture. This means we do not cover self-assembly or flat pack furniture whereby the customer builds the item(s) in its entirety. Furniture that has been assembled by a delivery team will be accepted.

SECTION 3 - WHAT IS COVERED

1. The cost of repair in the event of:
 - a. **Years 1-5:** a sudden and unintentional incident resulting in a stain or damage to your furniture. When relating to wood, metal or high gloss finishes, cover is limited to scratches which have penetrated into the surface finish by over 1.5mm.
 - b. **Years 3-5, from the end date of the 2-year manufacturer or DFS guarantee:** excessive loss of resilience (ELOR) of interior foam fillings, which for the purposes of this insurance means collapsing, sagging or softening, in use when compared to other comparable cushions.
 - c. **Years 3-5, from the end date of the 2-year manufacturer or DFS guarantee:** being identified as having insufficient interior filling when compared to other comparable cushions or manufacturing standard.
 - d. **Years 3-5, from the end date of the 2-year manufacturer or DFS guarantee:** broken zips, broken or breaking stitching, seams splitting, broken buttons, peeling or cracking of leather as a result of a defect, separation of layers in synthetic fabric.
 - e. **Years 3-5, from the end date of the 2-year manufacturer or DFS guarantee:** motion furniture faults including recliner mechanisms and sofa bed mechanisms.
 - f. **Years 3-5, from the end date of the 2-year manufacturer or DFS guarantee:** Wireless devices used to operate functions (including battery packs) on your furniture, and damage or faults to electronic and audio-visual equipment that are attached, or form part of your furniture for example USB ports, heating or cooling functions, televisions or speakers.
2. Your product will be covered if:
 - a. it has been delivered in satisfactory condition to your home;
 - b. it has been used and cared for in line with the manufacturer's guidelines; and
 - c. you adhere to all terms and conditions of this Plan including the Claims Procedure.
3. If a repair cannot be achieved, we may replace the damaged part. If this is not possible, Guardsman may provide a replacement product(s), or settle the claim by a cash payment at Guardsman and your Insurer's discretion instead of a repair or replacement (up to the limit of indemnity). Any cash settlement will be limited to the equivalent cost of repair or replacement by Guardsman.
4. If appropriate, fabric furniture may be treated with a Guardsman stain-protector treatment. If this has not been discussed, please ask your DFS sales consultant for details.

SECTION 4 - WHAT IS NOT COVERED

Your furniture is not covered for:

1. Deterioration of the furniture's appearance through normal use or general soiling,

For example

- a. wear on areas of high use/traffic - for example on the arm rest;
- b. **build-up** of staining on the headrest/headboard - for example, **You** continually sit in the same area of the sofa and hair/ head grease is allowed to accumulate. This would not be treated as an **accidental stain**;
- c. dye transfer which has been allowed to **build-up** - for example **You** continually sit on the same seat cushion whilst wearing dark coloured clothing which gradually leaves a dark mark. This would not be treated as an **accidental stain**;
- d. An accumulation of multiple stains or damage across multiple areas of the item.

2 Colour loss, fading and any natural characteristic to the covering of the item including

- a. splitting, cracking, scars, knots, bobbles, swirls and shading;
 - b. hairline marks (less than 1.5mm) which are naturally occurring in wood or high gloss finishes, or formed during the manufacturing process.
3. **General soiling or wear and tear** which is not the result of an **accidental stain or accidental damage**.
 4. Loss of resilience of interior foam fillings, which for the purposes of this insurance means collapsing, sagging or softening, in use, by less than 30% of the original state or other acceptable cushion in your furniture range or showroom model where available; fibre fillings, which will naturally soften and decompress over time, being identified as having sufficient interior filling when compared to other comparable cushions or manufacturing standard.
 5. Animal damage not caused by a sudden and unexpected incident, or damage to multiple areas.

6. structural faults from general, everyday use of the furniture (i.e., not as a result of an accident) with regards to the frame, springs, feet and legs; external fraying as a result of wear and tear through daily use over a period of time, loss of buttons.
7. Staining or damage caused by the inappropriate use of cleaning products that are not intended for use on furniture – for example baby wipes or washing up liquid.
8. Odours, except odours remaining after stain removal, specific to the stain.
9. Staining to interiors.
10. Any stain or damage caused when the furniture was being transported or was in storage.
11. Damage caused by the incorrect assembly of furniture, whether assembled by you or a third party.
12. Routine repair maintenance or cleaning.
13. Any failure of repairs not undertaken as part of this Policy.
14. Any other costs indirectly caused by the event which led to Your claim.
15. Power surges which damage the electrical components of Your furniture.
16. Any stain or damage caused by contractors.
17. Any stain or damage resulting from neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs and windows or leaking conservatories.
18. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
19. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
20. Any stain or damage caused during the process of, or whilst preparing to decorate **Your** property, unless the furniture was protected with a covering specifically designed to protect it from this type of damage. (Proof of purchase for the covering may be requested to substantiate a valid claim).

Examples of what claims would **NOT** be covered by this policy:

- Build-up of food staining over a period of months
- Repeating animal damage that has caused multiple areas of damage.

SECTION 5 – WHAT TO DO IN THE EVENT OF A SPILL

In the event of a spill, you should act immediately. Blot liquid spills or remove solids with a clean, dry white cloth or paper towel and work towards the centre of the spill. Do not rub as this will damage your product. Do not use any inappropriate cleaning materials such as household cleaning wipes containing bleaching agents or baby wipes to try to remove the stain as this could cause further damage to your sofa which we will not cover. Should a spill result in a stain, follow the claims procedure below.

CLAIMS PROCEDURE

1. The easiest and quickest way to claim on Your Policy is by using the Guardsman online Customer Portal. Visit hub.guardsman.co.uk. Alternatively you can telephone Guardsman on 0345 128 1240 or 01235 448820.

NOTE: Guardsman can only accept claims made by the Policy Holder, unless We have been authorised to speak to Your named person(s) or User.

2. You must make any claim as soon as possible, and always within 28 days of the event giving rise to a claim. Any delay may mean that Guardsman will not pay the claim, or that We will reduce the claim or the amount of cover. Guardsman may ask to inspect the furniture to help assess Your claim.
3. In order to efficiently assess Your claim, Guardsman will ask you to provide photographs of the following:
 - a. the accidental stain / accidental damage
 - b. Your retailer invoice
 - c. Furniture batch ID label (often found underneath the seat cushion)
4. Once the technician has booked/confirmed an appointment with you, if you need to change/cancel the appointment you must give at least 24 hours' notice. Failure to do so may result in you having to pay Guardsman a cancellation charge of £20. This cancellation charge may be taken from your final settlement unless payment is made at the time you cancel/change.

5. If you miss a confirmed appointment, you may have to pay a missed appointment fee of £20 to Guardsman before a new appointment is scheduled. This cancellation charge may be taken from your final settlement unless payment is made at the time you cancel/change.
6. Accidental Stain claims only:
 - a. Our first response may be to send you a specially formulated stain removal wipe for you to try on the stain for you to try and remove the accidental stain yourself.
7. Accidental damage or wipe not working
 - a. If your claim is for accidental damage, or in the unlikely event that our stain removal wipe does not fully remove the stain, We will appoint a repair technician or stain removal specialist to visit your home.
8. If the Our technician cannot remove the staining or repair the item(s), We will replace the part(s).
9. If replacement part(s) are not available, We will replace the complete item(s). The following will then apply:
 - a. where possible, replacement part(s) are sourced from the original manufacturer of your furniture. Delays can sometimes occur and Guardsman has no control over manufacturer lead times. We will provide you with an estimated date of arrival and inform you of any delays.
 - b. if Guardsman agree to replace the furniture or part of it, We may take possession of the original item or part.
 - c. Guardsman do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour.
 - d. if, Guardsman have provided you with replacement item(s), but do not take possession of the original damaged item(s), you will be responsible for its disposal.
 - e. if Guardsman replace the furniture, that replacement will not be covered under this Policy.
 - f. you must co-operate with Us when We arrange any delivery or collection with you; and
 - g. any replacement will be of a similar standard, specification and style as Your original furniture, if the insured value/limit of indemnity allows this.
 - h. you may be given a mandate to use in the store where you originally purchased Your furniture, this is not transferrable to alternative retailers.
 - i. if you already have an ongoing claim with Guardsman, any new damage will need to be separately reported. The technician will be instructed to only carry out the repair needed for each reported claim.
10. If, when you make a valid claim under this Policy, there is another insurance Policy in force which covers the same damage or expense, Guardsman may seek to recover some or all of the cost from the other insurer. You must give Us any information We may need to assist with this.

SECTION 6 - GENERAL CONDITIONS

1. You should always look after the furniture to prevent any staining or damage and maintain it in line with the retailers' guidelines.
2. The law which applies will be that which applies to the country the Policy was purchased in.
3. You must tell Guardsman if you change address.
4. You may transfer this Policy to another person. To do so, please contact Policy Administration by email: policy.admin@guardsman.co.uk or by telephoning +44 (0) 1235 444747;
5. They will require the following information:
 - a. the full name and address of the person you wish to transfer the Policy to;
 - b. the date you want the transfer to take place.
 - c. Guardsman will require you to pay a £10 administration fee before the transfer to be effective
6. You will have to pay any costs not covered by this Policy.
7. We will only change the terms of this Policy if We have to under any law or regulation. We will give you at least 60 days' written notice of any change.
8. In the unfortunate event of the death of the Policy holder, the notifying person should contact Guardsman's Policy Administration department using the details above at the earliest opportunity. They will require the following information:
 - a) the deceased name and address
 - b) copy of the death certificate

SECTION 7 - WHEN COVER ENDS

All cover under this Policy will automatically end:

1. Five years after the furniture is delivered to Your home.
2. On the date Guardsman replace the complete item(s) of furniture or pay claim(s) equal to the Insured Value/ Limit of Indemnity as set out in Section 1 Policy Schedule.
3. On the date Guardsman cancel Your Policy because you have made a fraudulent claim; or
4. On the date you cancel Your Policy.

SECTION 8 - YOUR RIGHT TO CANCEL

1. If you want to cancel this Policy within 30 days of delivery of the furniture being delivered please contact DFS.
2. As long as you have not made any claims with Guardsman, DFS will issue you with a full refund of your premium. The only exception to this is if Your furniture has been treated with a stain protector as part of the Policy, in which case, DFS will issue you with a refund of 75% of Your premium.
3. If you want to cancel this Policy after 30 days of the furniture has been being delivered, please contact Guardsman's Policy Administration by email policy.admin@guardsman.co.uk, telephone +44 (0) 1235 444747 or write to Guardsman, Innovation Centre, 99 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY. As long as you have not made a claim, you will be entitled to a pro-rata refund of Your premium. The refund amount will be calculated based on the number of complete months remaining on the Policy from the date you asked Guardsman to cancel it.
4. If you have made a claim under this Policy, regardless of the outcome, you will not be entitled to a refund of Your premium.
5. If there has been an incident likely to give rise to a claim, you will not be entitled to a refund until Guardsman have decided whether they should settle that claim. If Guardsman decide not to settle the claim, the date of cancellation will be the date you asked Us to cancel this Policy.
6. Any Policy cancellations are also subject to a cancellation fee of £20 which will be deducted from Your refund. If the furniture has been treated with a stain protector as part of the Policy, We will take a further £10 from any refund.
7. Cancellations will not be backdated.

SECTION 9 - COMPLAINTS

If Your expectations are not met or you are dissatisfied in some way, We would like to know. The following guidelines will ensure Your complaint is dealt with as efficiently as possible.

1. If you wish to make a complaint about the conduct of the sale of this Policy, including any information provided as part of the sale, please contact the retailer who sold you the Policy (if and where applicable).
2. Guardsman handles complaints under this Policy on the insurer's behalf. If you wish to make a complaint of this nature, please contact the Complaints Team at Guardsman Industries Ltd by using one of the options below:
 - a. by writing to: Guardsman Industries Ltd, Innovation Centre, 99 Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4RY
 - b. by emailing: complaints@guardsman.co.uk
 - c. by telephone: 0345 128 1240 (UK only) +44 (0)1235 444751

Please quote Your Policy reference number or claim number so that Your enquiry can be dealt with quickly.

We will conduct a full investigation into your complaint, giving it careful consideration and ensuring it is handled fairly.

We strive to resolve all complaints on receipt and if we are able to address your concerns within three business days of us receiving your complaint, we will send you a Summary Resolution Communication to confirm the complaint is resolved.

If we are unable to resolve your complaint within three business days, we will:

- a. send you an acknowledgement letter within five business days of us receiving your complaint;
- b. conduct a thorough investigation;
- c. keep you updated on the progress of your complaint; and;
- d. write to you with our findings and final response within 8 weeks of receiving your complaint.

In some cases we may need to spend a little longer investigating your complaint and may require more than 8 weeks, if this is the case we will keep you updated and let you know when we expect to be able to give you our findings and final response.

Financial Ombudsman Service

We will do everything we can to resolve your complaint internally; however, if you are still unhappy with our response to your complaint, or we have not resolved it within 8 weeks, you have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service offers a free independent service to help with financial services complaints.

If you want the Financial Ombudsman Service to investigate your complaint, you must refer it to them within six months of the date of our response.

You can contact them at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: [0800 023 4567](tel:08000234567) (Monday to Friday – 8am to 8pm; Saturday – 9am to 1pm)

Email: complaint.info@financial-ombudsman.org.uk

Further information regarding the Financial Ombudsman Service is available at

www.financial-ombudsman.org.uk

IMPORTANT: The Financial Ombudsman Service will expect you to have followed the above procedure before they accept Your case.

The complaints handling arrangements above is without prejudice to Your right to commence a legal action in accordance with Your contractual rights. Please remember to include Your full name and full postal address in all correspondence.

SECTION 10 - NOTICE TO CUSTOMERS

Guardsman Industries Ltd. may monitor or record any telephone calls you make in connection with this plan. This is to check the accuracy of the information, help with staff training and prove that our and Guardsman's procedures meet all relevant regulatory requirements.

If you have any disabilities that make communication difficult, please tell Guardsman and they will be pleased to help.

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet their obligations. Most insurance contracts are covered for 90% of the claims. Further information is available from The Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or can be contacted on 0800 678 1100

SECTION 11 – SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

SECTION 12 – THIRD PARTY RIGHTS

Except where otherwise required by law, you and we have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this Plan; and you and we can rescind or vary the terms of this contract without the consent of any third party to this Plan, who might seek to assert that they have rights under this Plan.

SECTION 13 - PRIVACY STATEMENT

- 1. Who is collecting your data?:** For the purposes of the General Data Protection Regulation (GDPR) 2018 and/or the Data Protection Act (2018) (collectively referred to as the “Data Protection Laws”), Acasta European Insurance Company Limited (the Insurer) and Guardsman Industries Ltd (the Intermediary) are Joint Data Controllers (as defined under the Data Protection Laws) for any personal information you provided when you purchased your Furniture Protection Plan. Below is a summary of the main ways in which we process your personal data. The full Acasta European Insurance Company Limited Privacy Policy and the full Guardsman Privacy Policy are available by accessing the links provided below.
- 2. How we received your data:** Guardsman Industries Ltd. received your personal information (data) from the retailer from whom you bought your Furniture Protection Plan.
- 3. How we use your personal data:** Guardsman Industries Ltd. will use the personal data we hold about you for the purposes of performing your contract of insurance, this includes providing insurance that you request of us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and regulatory obligations.
- 4. Disclosure of your personal data:** Guardsman Industries Ltd. may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law. <mailto:> Guardsman will share your data with their network of cleaning specialists.
- 5. International Transfers of Data:** We may transfer your personal data to destinations outside the UK or the European Economic Area (“EEA”). Where we transfer your personal data outside of the UK or EEA, we will ensure that it is treated securely and in accordance with the Data Protection Laws.
- 6. Your Rights:** You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.
- 7. Retention:** Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Plan, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.
- 8. Complaints:** If you believe Guardsman Industries Ltd. are not processing your personal data in accordance with the law you can complain to the Information Commissioner’s Office (ICO): Telephone 0303 123 1113 or visit <https://ico.org.uk> or contact Guardsman by email datarequests@guardsman.co.uk

If you require more information or have any questions concerning our use of your personal data the full Acasta European Insurance Company Limited’s Privacy Policy can be found at <https://www.acastainsurance.gi/privacy-policy/>

Alternatively, please contact The Data Protection Officer, Acasta European Insurance Company Limited, Unit 1, 124 Irish Town, Gibraltar, GX11 1AA , or email dpo@acastaeurope.co.uk

Guardsman’s full privacy policy can be found at <https://guardsman.co.uk>

To request a LARGE PRINT version of these terms and conditions visit www.guardsman.co.uk or call 01235 444747.