

Terms & Conditions of 5 Year Leather Cover

INTRODUCTION

Accidental staining and **accidental damage** insurance is arranged by Castelan Limited on behalf of:

Acasta European Insurance Company Limited Registered Office: PO Box 1338, 1st Floor, Grand Ocean Plaza, Gibraltar. Company reg. 96218

Castelan Limited are authorised and regulated by the Financial Conduct Authority. Acasta European Insurance Company Limited 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 Limited on request.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

TERMS AND CONDITIONS

Please read these terms and conditions carefully as there are conditions and exclusions which limit **your** cover, **we** do not wish you to discover after an incident has occurred that you are not insured. If you have any queries, please call the **administrator** on 01934 423 758 or 01 2000 200 from the Republic of Ireland (ROI).

HOW TO CLAIM

Register **your** claim online at claim.castelanguroup.com or telephone the **administrator** on 01934 423 758 or 01 2000 200 from the Republic of Ireland (ROI) within 72 hours of discovering the damage. The **administrator** will then decide if **your** claim meets the criteria stated in these terms and conditions. The **administrator** may despatch a specialist cleaning product in the event of a stain claim or inspect the **product** to help them assess **your** claim and may require you to complete a claim form. **We** use highly skilled and experienced engineers to assess the **product** and the **administrator** will act on the advice of the engineer when assessing whether any claim is valid, and selecting the most appropriate method of settlement.

1. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold.

i) Definitions of cover types:

Accidental damage: The sudden and unforeseen damage to the product(s) not otherwise excluded under this policy.

Accidental staining: The sudden and unforeseen contact between the product(s) and a substance resulting in a stain to the product(s) not otherwise excluded under this policy.

ii) Definitions of coverage:

Administrator: Castelan Limited, appointed to administer this insurance on behalf of the insurer. Their registered address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Registered number: 7637133.

Child: For the purposes of this policy, a child is defined as a minor of 12 years or less.

Insured, you, your: The person or persons whose name and address is shown on the sales invoice for the **product**.

Insurer, our, us, we: Acasta European Insurance Company Limited

Leather: a material made from the skin of an animal or artificially man made substitute.

Maximum liability: You: are covered for cleaning, repairs or replacement up to a maximum of £15,000 or up to the original purchase price of the damaged product whichever is lower in settling any one claim or all claims in total made during the period of cover.

Period of cover: A maximum duration of 5 years, starting from the date you take ownership of the product. (See section 2. Period of cover for further details)

Product, products: The item(s) relevant to this transaction as specified on the sales invoice.

Transit damage: Damage caused to the **product** when it is being moved between properties.

Wear and tear: the gradual deterioration associated with normal use and age of the **product**.

2. PERIOD OF COVER

(i) **Your accidental staining and accidental damage** will start from the date you take ownership of the **product** and will last for a period of up to 5 years, for example: Furniture delivered on the 1st January 2017 will have a policy end date of the 31st December 2021;

(ii) **Your** insurance terminates as soon as any of the following alternatives occur:

- (a) **Your** policy expires; or
- (b) **You**, or anyone representing you defrauds or deliberately misleads us or the administrator; or
- (c) The maximum liability is reached (as stated above) or;
- (d) **Your** claim has been settled by credit note or cash settlement; or
- (e) **The premium for this insurance is not paid; or**
- (f) **You modify the product.**

It is our intention that this insurance cannot be renewed.

3. ADMINISTRATION TERMS AND CONDITIONS

(i) **The administrator will arrange and administer your insurance, cover and settle all claims in accordance with the service standards provided by this insurance.**

ii) **You are responsible for informing the administrator of a change of your address by phoning 01934 416 614 or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.**

(iii) You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party, against whom you have a legal right of action.

(iv) We may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the product. Where this change benefits you, we will make the change immediately and notify you of the change within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. Where the changes do not benefit you and if you wish to terminate your policy, you may terminate your cover and we will refund your premium for the remainder of the period of cover shown on your Certificate of Insurance, unless a claim has been made.

4. WHAT IS COVERED

i) STAINING

a) Leather: Accidental staining from any substance.

NOTE: Staining caused by dye transfer is limited in cover to sudden and accidental dye transfer from newspaper print and/or clothing only.

ii) ACCIDENTAL DAMAGE

a) Leather: Accidental damage resulting in a:

- Rip or tear;
- Burn;
- Scratch;
- Puncture;
- Scuff.

Accidental staining and accidental damage: deliberate damage by a child are limited to only one incident each during the period of cover. Accidental damage: Pet damage is limited to only one incident during the period of cover.

Please note that this policy provides cover for specific accidental events and staining and is not a general cleaning or maintenance contract. As such, cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time.

5. WHAT IS NOT COVERED

Any claim for or resulting from the following will not be valid

1. Damage caused deliberately by any person or child other than the first incident of deliberate damage by a child covered under this insurance;
2. Any damage resulting from wear and tear;
3. Neglect, abuse, or misuse of the product;
4. The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the product;

5. Changes in colour, or damage of any nature, caused by perspiration; natural hair and body oils or wear and tear;
6. The gradual accumulation of stains, or any unidentifiable stain(s);
7. Stains caused by dye transfer unless resulting from sudden contact with clothing or newspaper and magazine print;
8. Accidental staining or accidental damage to products used in a food preparation area;
9. Accidental staining or accidental damage caused by the use of incorrect or inappropriate cleaning products or cleaning methods;
10. The removal of any odour even where caused by a stain;
11. Any transit damage;
12. Damage caused by pets after the first incident of pet damage covered under this insurance, (except accidental staining caused by pet fluids);
13. Damage caused by any animal other than your pet(s).
14. Natural characteristics of leather such as brands, bites, tick marks and opened scars;
15. Costs, expenses or any other financial loss, such as loss of earnings, other than the cost we agree for cleaning, repairing or replacing the product;
16. Use of the product in business premises or in residential premises which you let or sublet;
17. Use of the product outside the United Kingdom, Channel Islands and the Isle of Man;
18. Structural defects
19. Damage not consistent with the original claim or misrepresentation of an occurrence
20. 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. The administrator's standard missed appointment fee is £20.
21. 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 of or damage to property by or under the order of any government, local or public authority.
22. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense), caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
23. Radiation: Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 24 Electronic Data: Any consequence, howsoever 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 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.

6 CLAIM PROCESS

HOW WE WILL SETTLE CLAIMS: Valid claims will be settled by cleaning, repairing or replacing the damaged product. If a repair can be made, it must be considered prior to a replacement being considered. Neither the value of repairs or replacement shall exceed the maximum liability.

Over time the colour, shade and appearance of your product is likely to change and therefore in the event new covers are required we will supply parts based on the original appearance of your product. Wherever possible we will try and limit any differences but our liability is to repair the product based on the original specification.

We may decide to offer you a cash settlement in lieu of a repair for the value of our repair. We may also choose to provide an offer of cash settlement in lieu of replacement, this will be lower than the value of the product and takes into account any discounts we may have received when arranging a replacement product. The damaged product will remain your property in its current condition.

In the event of a stain claim the Administrator's first response may be the despatch of a specialist cleaning product for your stain along with a claim form. If the cleaning product is unsuccessful in removing the stain then please complete the claim form and the Administrator may then arrange for an inspection of your furniture to decide upon the most economical method of settling your claim.

Where we are not able to clean, repair or replace the damaged product satisfactorily we will issue a credit note for use at the same retailer from which you originally purchased the product. If the retailer has ceased to trade or has moved, we will issue a credit note for use at a similar retailer of our choice that is local to you. The value of the credit note will be the amount you paid for the product less any previous claim costs, subject to the maximum liability.

We may choose to provide an offer of cash settlement instead of a credit note, this will be lower than the value of the credit note and takes into account any discounts we may have received by issuing a credit note. The damaged product will remain your property in its current condition.

Where items are non-integral and therefore easily separated, such as a sideboard and chest of drawers or arm caps, scatter cushions and other accessories, they are treated as separate products in the event of a claim. If your claim is settled by credit note we reserve the right to take sole ownership of the defective product. If we chose to take ownership, the defective product will be collected following the delivery of the replacement product. If we choose not to collect the defective product as above, the ownership of it and the responsibility for it will remain solely with you.

7. FRAUDULENT CLAIMS

You must not act in a fraudulent manner. If you (or anyone acting for you):

- (i) Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect;
- (ii) Make a statement in support of a claim knowing the statement to be false in any respect;
- (iii) Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- (iv) Make a claim in respect of any loss or damage caused by your wilful act;

We:

- (a) May not pay the claim or any other claim made under the insurance;
- (b) May declare the insurance void and not make any return of premium;
- (c) May be entitled to recover from **you** the amount of any claim already paid under the insurance; and
- (d) May inform the police of the circumstances.

8. CANCELLATION AND REFUNDS

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the store where you bought the product together with the sales receipt or invoice within 14 days of receiving these terms and conditions. On the condition that no claims have been made or are pending, the retailer will refund

your premium in full. No refund of premium will be made if **you** have made a claim or if **you** cancel the policy after the 14 days.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

9 CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure & Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
- b) To make sure that all information supplied as part of **your** application for cover is true and correct;
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

10. GENERAL TERMS AND CONDITIONS

- i) **You** cannot transfer this Insurance to another person;
- ii) **You** and **your** family must take all reasonable precautions to safeguard the **product** and to avoid loss or damage to it. This includes, but is not limited to, ensuring that the **product** is maintained in accordance with the manufacturer's instructions. If **you** fail to do so any claim **you** make may be rejected by the **administrator**;
- iii) This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or Wales.
- iv) To improve the quality of our service, we will be monitoring and recording some telephone calls.
- v) When **your** cover under the policy ends it will not have a cash or surrender value;

11 COMPLAINTS PROCEDURE

If you have a complaint, please phone: 01934 416 614 or email: customercare@castelanguroup.com or write to: Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom. In some cases the administrator may refer your complaint to our UK intermediary Acasta Europe Limited, Anglia House, Carrs Road, Cheadle SK8 2LA.

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 less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0300 123 9 123 or visit www.financial-ombudsman.org.uk. The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

12. FINANCIAL SERVICES COMPENSATION SCHEME

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, if it is unable to meet its obligations under this policy, an insured person may be entitled to compensation from the Scheme. Acasta European Insurance Company Limited address is: P.O. Box 1338, 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. 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.

13. HOW WE USE YOUR INFORMATION

DATA PROTECTION

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 other companies who make their own credit enquiries. **We** will 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 debtors, 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.

This may involve the transfer of **your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **you** can ask **us** in writing for a copy of certain personal records held about **you**. A charge will be made for this service.

The Castelan group of companies and its selected partners may use **your** data for the purposes of training, testing, quality control, research and statistical analysis. The Castelan group of companies may also use **your** data to keep **you** informed by post or telephone of any products or services which they consider may be of interest to **you**.

14. 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 any 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**.

15. 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 **our** prior written consent.

16. 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.

17. 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.

Read more at <http://www.dfs.co.uk/content/leather-protection#GTukXMCbcC1IJQKQ.99>