

5 Year DFS Sofacare Upholstery Protection Plan Terms & Conditions

Important – The Intention of the cover

The intention of this Plan is to provide cover for individual incidents of accidental staining and accidental damage and, if Sofacare Plus was purchased, damage to recliner and headrest mechanisms. The meanings of the terms are explained below. Please make sure you read the exclusions explained in Section 4.

The Plan does not provide 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 Level of cover

Accidental Staining –in this Plan this means sudden and unintentional spills of food, drinks, human & domestic pet bodily fluids, cosmetics, dyes, tar, inks, glue, soaps, wax, paints and caustic solutions which result in a stain.

Accidental Damage - in this Plan this means sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the item.

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

Sofacare Plus if purchased:

Recliner and headrest mechanisms top-up – in this Plan this means breaking or bending of the recliner or headrest mechanisms, reclining motor, cabling, transformer, handle or switch.

Length of cover

| Type of Cover | Start date | Expiry date |
|---|-----------------------------------|---|
| Sofacare - Accidental Staining & Damage | Date of delivery | 5 years from date of delivery |
| Sofacare Plus – Recliner & Headrest Mechanisms Top Up | From end of manufacturer warranty | 3 years from end of manufacturer warranty |

Certification of cover

In return for payment of the premium the Insurer agrees to insure you in accordance with the terms and conditions contained herein and endorsed hereon. Guardsman Industries (UK) Limited is authorised by the Insurer to sign and issue this document on its behalf.

Signed by



Philip Griffin
Managing Director
Authorised signatory for Guardsman Industries Limited

SECTION 1 - INTRODUCTION

This Document sets out the benefits, conditions and exclusions of your DFS Sofacare Protection Plan. Please read this document carefully to make sure you understand the cover provided. Your product is only covered if you follow the terms & conditions and claims procedures of this Plan and have paid the required premium. Your Plan is administered by Guardsman Industries Limited (Guardsman), whose registered office is 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD. Guardsman Industries Limited is authorised and regulated by the Financial Conduct Authority under registration number 311766.

The Insurer - Your Plan is underwritten by AmTrust Europe Limited in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG61 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202189. These details can be checked on the financial services register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

SECTION 2- LIMITS OF COVER

1. The most the Insurer will pay under this Upholstery Protection Plan is limited to the original purchase price of your product and shall not exceed £15,000 (including VAT). If any item of furniture is replaced following a successful claim no further cover will be available under this Plan for that replacement item.
2. This insurance is limited to the United Kingdom not including the Channel Islands and the Isle of Man. Your product is only covered if it remains within the United Kingdom.
3. Your product must be in a private residence and not used in commercial premises, or property which you may rent out, including rented rooms within your home.
4. Failure of the product which started during the manufacturer's or retailer's guarantee period is outside the limits of this Plan.
5. Non integral items such as additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) will be limited to a maximum indemnity of the purchase price if detailed individually on the invoice, or up to a maximum of 10% of the total retail value.

SECTION 3 - WHAT IS COVERED

Your DFS Sofacare Protection Plan covers you for sudden accidental damage (resulting in rips, punctures, scuffs, burns, chips, or scratches), and stains. If you purchased the Recliner and Headrest Mechanism Top Up, this insurance will cover you against the cost of repairing defects to and/or the failure of manual or electric recliner actions and mechanisms during the Length of Cover. Your furniture is only covered if you keep to the terms and conditions of the plan and have paid the premium.

Your item will be covered if:

1. It was delivered to your home in satisfactory condition; and
2. You have used and cared for the item in line with the manufacturer's guidelines.

If appropriate, fabric furniture may be treated with a Guardsman stain-protector treatment. Ask your retailer for details.

If the item cannot be repaired, we may choose to replace the damaged part or provide a replacement item (whichever we see fit). Or we may settle the claim by giving you a payment of up to the cost of a repair or replacement.

Cover applies only if the item is kept in a private home in the UK (not including the Channel Islands or the Isle of Man). It does not apply if the item is:

1. In a property or room which you rent out;
2. In any business premises; or
3. On a boat.

SECTION 4 - WHAT IS NOT COVERED

Your product is not covered for:

1. Damage or stains resulting from any cleaning substances being used incorrectly or using unsuitable cleaning materials;
2. Colour loss, fading, fire, scorching, flood, burst pipes (including radiator leaks), the effects of sunlight, wind or weather, damage caused by leaking roofs and conservatories, theft or any other similar cause;
3. Any odours resulting from staining incidents, or staining to interiors;
4. Any damage caused:
 - a. while the item is being transported or stored;
 - b. by contractors;
 - c. through neglect, abuse or misuse; or
 - d. by malicious damage;
5. Damage caused by pets biting or chewing the item and any scratching which is not limited to a single incident;
6. Any stains or damage arising over time, gradual wear and tear, or your product becoming gradually dirty and out of condition over time;

7. Any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in the DFS Sofacare Protection Plan;
8. Routine repair and cleaning, even if carried out by a Guardsman-approved repairer or cleaner;
9. Any failure of repairs not carried out under this plan;
10. Handheld, wireless devices used to operate functions, if these are not permanently attached to the item;
11. Interior fillings not springing back into shape, fraying (including fraying of zips), loss of buttons, or separation of coats or layers of pigment, veneer or finishes;
12. Any damage or fault to electronic and audio-visual equipment that are attached or form part of your products, such as iPod docking stations and speakers.

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 cleaning wipes 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 in section 6 below.

SECTION 6 - CLAIMS PROCEDURE

1. In the event of a claim under this Plan please contact Guardsman by telephoning 0345 266 0626 or 01235 448844.
2. Please notify all incidents that may give rise to a claim within 28 days of the event or as soon as possible. Any delay in notifying us may mean that the claim will not be paid or the level of protection for the incident is reduced.
3. In order to claim, you will be required to complete a claim form. We will send you a claim form if you request one by telephone or by email, or you can download the appropriate claim form from our website www.guardsman.co.uk. Please complete and return the form to us either by email at newclaims@guardsman.co.uk or by post to New Claims, Guardsman Industries Ltd, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD. Please enclose any information requested.
4. Guardsman may ask to inspect your product to help assess your claim.
5. Once a technician's appointment has been confirmed, if you wish to cancel you must provide 24 hours' notice of cancellation otherwise a fee of £40 will be charged and no further appointment booked until payment is received.
6. Guardsman will settle valid claims by, sending out a specialised stain remover (if appropriate), or by cleaning or repairing your damaged product at their discretion up to the value of your product and not exceeding the maximum liability. Where a satisfactory clean or repair is not possible Guardsman will replace the damaged product.
 - a. Guardsman will provide a replacement item of furniture to your home. If Guardsman agrees to replace a part or your product in full, Guardsman may take ownership of the original item or part, if they choose to do so.
 - b. Although Guardsman will always do its best, we do not guarantee an exact match of grain, sheen or pattern in the event of your product being repaired or replaced. Neither is exact colour match guaranteed, replacement parts will be matched to an inconspicuous area of the item. In such circumstances liability is limited to the best endeavours of a Guardsman approved technician.
 - c. If Guardsman replaces an item following a claim, no further cover will be available under this Plan for the replacement item.
 - d. You must co-operate with Guardsman in arranging any delivery or collection.
 - e. Any product replacement (at Guardsman's discretion) will be arranged by Guardsman and will be of a similar standard, specification and style as your original product, subject to the limit of cover.
7. If at the time of a valid claim under this Plan there is another insurance policy in force which covers you for the same loss or expense, the Insurer may seek a recovery of some or all of its cost from the other insurer. You must give them any help or information they may need to assist them with their loss recoveries.

SECTION 7 - GENERAL CONDITIONS

1. You should at all times ensure that care is taken of your product and it is maintained in line with the manufacturer's guidelines.
2. Under the laws of the United Kingdom both you and the Insurer may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and the Insurer agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live. Any legal proceedings between you and the Insurer in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which you live.
3. Insurers share information with each other to prevent fraudulent claims via a register of claims. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register. If a claim is fraudulent or any false information is provided in relation to any policy or claim, all benefits under this policy will be forfeited. The Insurer will keep the premium you have paid us. You may also be prosecuted in the event of a fraudulent claim.
4. Any change of your address must be notified by the Plan holder.
5. You may transfer this Plan to another named party (subject to the payment of a £40.00 administration fee to Guardsman) by returning this document and supplying the full name and address of the new Plan holder together with the transfer date. The transfer will not be effective unless Guardsman receive from you this document and the administration fee.
6. You will be liable for any costs falling outside this Plan.
7. The Insurer will only change the terms of this Plan if it is obliged to do so for legal or regulatory reasons, but you will always be given at least 60 days' written notice of any change.

SECTION 8 - WHEN COVER ENDS

1. All cover under this Plan and all benefits will automatically end on the earliest of the following:
 - (a) 5 years after the date of delivery of your product;
 - (b) the date Guardsman replaces your product in full or has made claim payments equal to the limit set out in section 2;
 - (c) in the event of fraud or misrepresentation or an attempt of such by you or anyone acting for you; or
 - (d) you cancel your policy as per section 9 below.

SECTION 9 - YOUR RIGHT TO CANCEL

1. Within 30 days of the delivery date of your product:
 - (a) If you wish to cancel your Plan within 30 days of delivery of your product please contact the retailer. Providing you have not made a claim a full refund will be due to you;
 - (b) if the product has been pre-treated with a stain protector you will be entitled to a 75% refund.
2. After 30 days of the delivery date of your product:
 - (a) If you wish to cancel your Plan after 30 days of the delivery date of your produce please write to Guardsman. Providing you have not made a claim you will be entitled to a proportional refund which will be calculated based on the number of complete months of the policy remaining from the date you request the policy to be cancelled;
 - (b) Guardsman will apply an administration fee of £40 to a Plan cancellation made after the initial 30 days which will be deducted from any refund.
3. If your product has been pre-treated with a stain protector a further £25 will be deducted from any refund.
4. Cancellations will not be backdated. Where a claim payment has been made or where there has been an incident likely to give rise to a claim payment during the current period of cover and you wish to cancel your Plan you will not be entitled to a refund until Guardsman has finalised their evaluation of the incident and determined whether a claim payment will be made. Should Guardsman not make a claim payment, the date of cancellation will be the date you sought to cancel your Plan.

SECTION 10 - COMPLAINTS

If your expectations are not met or you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient way possible.

Please write to the Complaints Team at, Guardsman, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD or email complaints@guardsman.co.uk or call 01235 444 751 and quote your Plan reference number or claim number so that your enquiry can be dealt with quickly.

Guardsman will promptly acknowledge receipt of your complaint unless the matter can be resolved to your satisfaction by the end of the business day following its receipt. If resolution of your complaint requires the matter to be handled or investigated by the Insurer, Guardsman will let you know.

You will be contacted within five days of the receipt of your complaint and informed of what action will be taken. Guardsman will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks you will be advised when you can expect an answer.

If they have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review.

Once you have received your final response from them and if you are still not satisfied you can contact the Financial Ombudsman Service: The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR, or by telephone on 0800 023 4567 or 0300 123 9 123 or by Email complaint.info@financial-ombudsman.org.uk. Details of eligibility will be provided by the handling party during the course of your complaint.

The FOS, is an independent body which arbitrates over complaints about general insurance products and other financial services. You have the right to contact the FOS at any stage and please note that, if eligible, you have 6 months from the date of a final written response to your complaint in which to refer it to the FOS. Referral to the FOS will not affect your right to take legal action.

Please remember to include your full name and full postal address in all correspondence.

Further details will be provided at the appropriate stage of the complaints process.
This complaints procedure does not affect *your* legal rights.

SECTION 11 - NOTICE TO CUSTOMERS

You are advised that any telephone calls you make regarding your Plan may be monitored or recorded. This is to monitor the accuracy of information provided by the Insurer's and Guardsman's customers. It may also be used to provide additional training to staff or to prove that the Insurer's and Guardsman's procedures comply with legal and regulatory requirements. If *you* have any disability that makes 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 020 7892 7300

SECTION 12 - PRIVACY STATEMENT

1. For the purposes of the Data Protection Act 1998, Guardsman and the Insurer the data controllers for any personal information you provided when you took out your Plan or submitted a claim, we will ensure that the information held about you is accurate and up to date, and will not keep it for longer than it is needed. We may disclose personal data in order to comply with a legal or regulatory obligation.
2. Personal information will be kept confidential and will only be used to manage your Plan, and to identify you if necessary or to contact you with details of changes to the products you have bought, meet legal conditions or rules and send you marketing literature. If you do not wish to receive such information please contact Policy Administration at Guardsman on 01235 444747 or marketingoptout@guardsman.co.uk.
3. Guardsman and the Insurer may need to share your personal data with service providers, agents and other subsidiaries for these purposes. Some of these parties may be located outside the European Economic Area (the EEA). In these instances all steps will be taken to ensure that your data is held

securely and handled with care, in accordance with the principles of English Law. Details of the countries relevant to you will be provided to you upon request.

4. You have the right to see any of this information. Please write to the respective companies at the addresses set out in section 1, there may be a small charge for this. You may at any time refuse permission for your data to be used.