

5 Year DFS Sofacare Protection Plan Terms & Conditions

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.

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, Fortegra Europe Insurance Company Ltd. 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 Fortegra Europe Insurance Company Ltd.'s behalf.

Signed by



Rob Dyer
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 Fortegra Europe Insurance Company Ltd. (We/Us/Our) (Malta Company Registration number C 84703) with registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-lmsida, Gzira, GZR 1401. Fortegra Europe Insurance Ltd. is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq I-lmdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority under reference number 805770 and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permission Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Fortegra Europe Insurance Company Ltd.'s annual reports on its solvency and financial situation can be found at: <https://www.fortegra.eu/solvency-and-financial-condition-report>.

It is your responsibility to ensure that the Plan meets your needs. Fortegra Europe Insurance Company Ltd. 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.

Fortegra Europe Insurance Company Ltd. do not have any direct or indirect holding in Guardsman and neither does Guardsman have any direct or indirect holding in Fortegra Europe Insurance Company Ltd.

SECTION 2- LIMITS OF COVER

1. The most we will pay under this Plan is the original price you paid for the product, or £15,000, 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 private residence and not used in commercial premises, or property which you may rent out, including rented rooms within your home.
3. The Plan does not cover any furniture kept on a boat, in a caravan, or in buildings not physically attached to the main residence.
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.

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.
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 product is not covered for:

1. accidental staining or accidental damage which has occurred at different times and has been allowed to accumulate/worsen;
2. damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
3. damage or staining caused by cleaning products being used incorrectly, unsuitable cleaning products being used, or cleaning materials being used on a regular basis when this is not appropriate;
4. leather or fabric relaxing, stretching, creasing or a change in texture (which inevitably happens to a natural product over time). Increased visibility of valleys, troughs or crazing in the leather caused by general soiling and external catalysts which occur over a period of time.
5. colour loss, fading, pilling or pile settlement caused by day-to-day usage including colour loss caused by abrasion on raised seams or high contact areas.
6. hairline marks (less than 1.5mm) which are naturally occurring in wood, metal or high gloss finishes, or formed during the manufacturing process;
7. abrasions that are caused by daily use and cleaning over a period of time;
8. any staining to interiors;
9. any staining or damage to a sofa bed mattress;
10. odours, except odours remaining after stain removal, specific to the stain;
11. any stain or damage caused when the product was being transported or was in storage;
12. any stain or damage caused by contractors in your home, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs (including roof windows) or leaking conservatories;
13. deterioration of the product's appearance through normal use or general soiling, including but not limited to wear on high areas of traffic e.g., arm rest, or a build-up of oils on a headrest or dye transfer over an extended period of time;
14. any other costs indirectly caused by the event which led to your claim, unless specifically stated in this Plan;
15. routine repair/general cleaning carried out by a Guardsman approved repairer/cleaner or another party;
16. any failure of repairs not undertaken as part of this Plan;
17. lost/misplaced handheld, wireless devices used to operate functions (including battery packs) that are not permanently attached to your insured product;

18. loss of resilience of interior foam fillings, if within industry settlement standards, 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;
19. 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;
20. any damage or fault to electronic and audio-visual equipment that are attached or form part of your product(s), such as docking stations and speakers including power surges which damage electrical components;
21. 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;
22. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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 in section 6 below.

SECTION 6 - CLAIMS PROCEDURE

1. If you need to make a claim under this Plan, visit Guardsman.co.uk and go to the 'Make a Claim' section or telephone Guardsman on 0345 128 1240 or 01235 448820.
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 we will not pay the claim, or that we will reduce the claim or the amount of cover. We may ask to inspect the product to help assess your claim.
3. We will ask you to provide photographs of the damage so we can assess your claim more quickly.
4. If you already have an ongoing claim with us, any new damage would need to be separately reported. Our technician will be instructed to only carry out the repair needed for each reported claim. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give at least 24 hours' notice. If you don't, you will have to pay a fee of £10. Another appointment will be confirmed once the fee has been paid.
5. In the first instance, we will settle valid claims by sending you a specialised stain remover product (if appropriate), or cleaning or repairing your damaged product as we see fit. If the product cannot be satisfactorily cleaned or repaired, we will replace the part or product. The following will then apply:
 - a. If we agree to replace the product or part of it, we may take possession of the original item or part;
 - b. We do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our liability is limited to the best job a Guardsman approved technician could do in the circumstances;
 - c. If, after we have provided a replacement, we do not take possession of the replaced item for ourselves, you will be responsible for its disposal;
 - d. If we replace the product, that replacement will not be covered under this Plan;
 - e. You must co-operate with us when we arrange any delivery or collection with you; and
 - f. Any replacement will be of a similar standard, specification and style as your original product, if the limit of cover allows this.

SECTION 7 - GENERAL CONDITIONS

1. You should always look after the product to prevent any staining or damage and maintain it in line with the manufacturer's guidelines; including professional cleaning, if advised, for an accumulation of general soil or build-up which is not covered under this Plan.

2. The law which applies will be that which applies to the country the Plan was purchased in.
3. You must tell us if you change address.
4. The Plan holder (the person named on the invoice) can transfer this Plan to another person by:
 - emailing policy.admin@guardsman.co.uk or by telephoning 01235 444747;
 - giving us the full name and address of the person this Plan is being transferred to;
 - telling us the date you want the transfer to take place; and
 - paying a £10 administration fee.The transfer will not be effective until we receive the fee.
5. You will have to pay any costs not covered by this Plan.
6. We will only change the terms of this Plan if we have to under any law or regulation. We will give you at least 60 days' written notice of any change.

SECTION 8 - WHEN COVER ENDS

1. All cover under this Plan will automatically end:
 - a. five years after the product is delivered to your home;
 - b. on the date we replace the whole product or pay a claim equal to the limit set out in section 2 (1);
 - c. on the date we cancel your Plan because you have made a fraudulent claim; or
 - d. on the date you cancel your Plan (see section 9)

SECTION 9 - YOUR RIGHT TO CANCEL

1. If you want to, you may cancel this Plan within 30 days of delivery of the product being delivered to your home, please contact DFS. If you have not made a claim, you will get a full refund of your premium. The only exception to this is if the product has been treated with a stain protector as part of the Plan. In this case, you will be entitled to a refund of only 75% of the premium you have paid.
2. If you want to cancel this Plan after 30 days or more after the product has been delivered, email policy.admin@guardsman.co.uk or write to us at Guardsman Industries Ltd., 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD, or telephone us on 01235 444747. If we have not settled your claim, you will be entitled to a refund of a proportion of the premium you have paid. The refund will be based on the number of complete months remaining on this Plan from the date you asked us to cancel it. You will also have to pay an administration fee of £10 which we will take from your refund. If the product has been treated with a stain protector as part of the Plan, we will take a further £10 from any refund.
3. Cancellations will not be backdated. If we have settled a claim, you will not be entitled to any refund of premium. If there has been an incident likely to give rise to a claim, you will not be entitled to a refund until we have decided whether we should settle that claim. If we decide not to settle the claim, the date of cancellation will be the date you asked us to cancel this 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.

If you wish to make a complaint about the conduct of the sale of this Plan, including any information provided as part of the sale, please contact DFS.

Guardsman handles complaints under this Plan on our behalf. If you wish to make a complaint please contact the Complaints Team, Guardsman Industries Ltd., 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD or email complaints@guardsman.co.uk or call 01235 444751 and quote your sales order number or claim number so that your enquiry can be dealt with quickly.

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.

If your complaint cannot be resolved within this period, Guardsman will notify you in writing to confirm both the causes for the delay and the time in which they expect to resolve your complaint.

If you are unsatisfied with the fact that the complaint has not been resolved in a timely manner or you remain dissatisfied with our response, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of receiving our final decision letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service may be contacted as follows:

- by submitting your complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR.

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 11 - 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 12 – 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 13 – 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 14 - 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"), Fortegra Europe Insurance Company Ltd. (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 Fortegra 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. 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 Fortegra Europe Insurance Company Ltd.'s Privacy Policy can be found at <https://fortegra.eu/privacy-policy>.

Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com

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.