

**Important – The Intention of the cover**

The intention of this Plan is to provide cover for individual incidents of accidental staining to the outer cover of the item and accidental damage and if Sofacare Plus was purchased, damage to recliner and headrest mechanisms . 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 level of cover**

**Accidental Staining** - this means sudden and unintentional spills to the outer cover of the item 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** - this means sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the item. When relating to wood or high gloss finishes, cover is limited to scratches which have penetrated into the surface finish by over 1.5mm.

**Stain Protection** - in this Plan, if applicable, this means 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 means breaking or bending of the recliner or headrest mechanisms, reclining motor, cabling, transformer, handle or switch.

**Length of Cover**

Accidental Staining and Damage will be provided for a period of 5 years and will commence on the date of delivery of the Insured Product(s) to your home.

Sofacare Plus – Recliner and headrest mechanisms top-up: coverage starts at the end of the manufacturer warranty and will last for 3 years from the end of the manufacturer warranty.

**Certification of cover**

In return for payment of the premium the Insurer will insure you in accordance with the terms and conditions of this plan. Guardsman Industries Limited (Guardsman) is authorised by the Insurer (we/us/ourselves/our) to sign and issue this document to you and to administer this plan.

Signed by



Philip Griffin  
Managing Director  
Authorised signatory for Guardsman Industries Limited

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## **SECTION 1 - INTRODUCTION**

This document sets out the benefits, conditions and exclusions for the Insured (you/your) under the DFS Sofacare Protection Plan. Please read it 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 protection plan is managed by Guardsman Industries Limited (Guardsman), an insurance intermediary, whose registered address is 25 Canada Square, Level 37, London, E14 5LQ, United Kingdom. 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 us: Fortegra Europe Insurance Company Limited, an insurance company, whose registered address is The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex XBX1027, Malta. Fortegra Europe Insurance Limited 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 under reference number C 84703 and subject to the limited regulation of the Financial Conduct Authority under reference number 805770. Details of the extent of our authorisation and regulation by the Malta Financial Services Authority are available from us on request.

## **SECTION 2- LIMITS OF COVER**

1. The most we will pay under this protection plan is the original price you paid for the product, after any discounts you were given at the time you bought it or £15,000, whichever is the lowest. If an item is replaced under the terms of this plan, no further cover will be available for this item. This product is only covered if it remains within the United Kingdom.
2. 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.
3. The plan does not cover any furniture kept on a boat or in a caravan.
4. There is no cover under this plan for any product failing during the manufacturer's or retailer'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.

## **SECTION 3 - WHAT IS COVERED**

1. The cost of repair in the event of a sudden and unintentional incident resulting in a stain, rip, puncture, scuff, scratch, chip or burn, or recliner mechanism fault according to the coverage purchased.
2. Your product will be covered if:
  - a. it has been delivered in satisfactory condition to your home;
  - b. the cause of the damage can be identified;
  - c. it has been used and cared for in line with the manufacturer's guidelines; and
  - d. 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. Ask your retailer for details.

## **SECTION 4 - WHAT IS NOT COVERED**

Your product is not covered for:

1. damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
2. 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;

3. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles, swirls, shading or hairline marks (less than 1.5mm) which are naturally occurring in wood or high gloss finishes, or formed during the manufacturing process;
4. leather or fabric relaxing, stretching, creasing or a change in texture (this 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. abrasions that are caused by daily use and cleaning over a period of time;
6. any odours or staining to interiors;
7. any stain or damage caused when the product was being transported or was in storage;
8. 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 or leaking conservatories;
9. animal damage caused by:
  - a. biting or chewing;
  - b. an accumulation of multiple incidences of scratching in multiple areas;
10. deterioration of the product's appearance through normal use or general soiling for example wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest and so on;
11. any other costs indirectly caused by the event which led to your claim, unless specifically stated in this Plan;
12. routine repair/cleaning carried out by a Guardsman approved repairer/cleaner or another party;
13. any failure of repairs not undertaken as part of this Plan;
14. handheld, wireless devices used to operate functions (including battery packs) that are not permanently attached to your insured product;
15. interior fibre fillings, interior foam fillings not springing back to their original shape if within industry expected settlement, which may occur over a period of time, fraying, broken zips, any issues with stitching, loss of buttons, separation of coats or layers of pigments, veneer or finishes;
16. 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;
17. 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;
18. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
19. an accumulation of multiple different stain types across multiple areas of the item;
20. structural faults, including defects to the frame, including feet and legs.

## **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. If you need to make a claim under this plan, please phone Guardsman on 0345 128 1240 or 01235 448820. We will provide you with a claim form or you can download the form from our website [www.guardsman.co.uk](http://www.guardsman.co.uk). Please complete and return the form to us by email at [newclaims@guardsman.co.uk](mailto:newclaims@guardsman.co.uk) or post to New Claims, Guardsman Industries Ltd., 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD in order for your claim to be assessed.
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 may ask you to provide photographs of the damage so we can assess your claim more quickly.
4. If you have reported an incident by phoning Guardsman, you can only claim for that incident on the claim form. You must claim for any other incidents separately. Our technician will be instructed to only carry out the repair needed as a result of the incident you reported on the phone.

5. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give, 24 hours' notice. If you don't you will have to pay a fee of £25. Another appointment will be confirmed once the fee has been paid.
6. 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 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 original product or part for ourselves, you will be responsible for disposing of it;
  - 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.
7. If when you make a valid claim under this Plan there is another insurance policy in force which covers the same damage or expense, we may seek to recover some or all of our cost from the other insurer. You must give us any information we may need to help us to do 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.
2. You and we choose the law which applies to this plan. Unless you and we agree otherwise, the law which applies will be that which applies to the country you live in.
3. You must tell us if you change address.
4. The policy holder (the person named on the invoice) can transfer this Plan to another person by:
  - emailing [policy.admin@guardsman.co.uk](mailto:policy.admin@guardsman.co.uk);
  - 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 £25 administration fee;

Please return this plan document and the details to Guardsman. The transfer will not be effective until we receive the documents and 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 policy as per section 9 below.

## **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 the retailer you bought the product from. 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](mailto:policy.admin@guardsman.co.uk) or write to us at Guardsman, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD. 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 of this plan remaining from the date you asked us to cancel it. You will also have to pay an administration fee of £25 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 £25 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.

Guardsman handles complaints regarding the general administration of this policy on our behalf. If you wish to make a complaint of this nature, please contact Complaints Team, Guardsman Industries Ltd, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD or email [complaints@guardsman.co.uk](mailto:complaints@guardsman.co.uk) or call 01235 444751 and quote your Plan reference number or claim number so that your enquiry can be dealt with quickly.

Guardsman will acknowledge your complaint within 5 working days and aim to resolve your complaint within 15 working days from first notification. 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.

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 0234567 or 0300 123 9 123 or by Email [complaint.info@financial-ombudsman.org.uk](mailto: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.

For complaints against the insurer please write to The Managing Director, Fortegra Europe Insurance Company, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta X'biex, XBX 1027, Malta or email [complaints@fortegramalta.com](mailto:complaints@fortegramalta.com). If you are dissatisfied with the resolution or your complaint has not been resolved within the timescales detailed above, you have the right to refer your issues to the Financial Services Arbiter in Malta (Office of the Arbiter for Financial Services, 1<sup>st</sup> Floor, St Calcedonius Square, Florina FRN 1530, Malta, telephone +356 8007 2366 or +356 21 249 245 or via email at [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)).

The Office of the Arbiter will expect you to have a final reply from us in writing before they accept your case, so please do have this from us before you approach them.

Alternatively, if you purchased your insurance online, please note that you can also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link:  
<http://ec.europa.eu/consumers/odr/>

Note: "online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

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

## **SECTION 11 - NOTICE TO CUSTOMERS**

We may monitor or record any phone 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 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](http://www.fscs.org.uk) or can be contacted on 020 7892 7300

## **SECTION 12 - PRIVACY STATEMENT**

Fortegra Europe Insurance Company Limited (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

### **1. Data Protection**

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### **2. How We Use Your Personal Data**

We may 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.

### **3. Disclosure of Your Personal Data**

We 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.

### **4. International Transfers of Data**

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

### **5. 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.

### **6. 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 Policy, 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.

If You require more information or have any questions concerning our use of your personal data our full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy> alternatively please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).

To request a LARGE PRINT version of these terms and conditions visit [www.guardsmen.co.uk](http://www.guardsmen.co.uk) or call 01235 444747.