

GUARDSMAN 5 YEAR FABRIC PROTECTION PLAN TERMS & CONDITIONS

SECTION 1 - INTRODUCTION

This Certificate sets out the benefits, conditions and exclusions for the Insured (you/your) under the Guardsman Furniture 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.

Our registered office is 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD. Guardsman is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 311766.

The Insurer (we/us/our) - Your Plan is underwritten by AmTrust Europe Limited (AEL), registered in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. AEL is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority under registration number 202189. These details can be checked on the financial services register at www.fca.gov.uk or by contacting the FCA on 0800 111 6768.

Important – The Intention of the cover

This Plan provides cover for the Insured for individual incidents of accidental staining and/or accidental damage and/or structural damage (depending on cover selected). The meaning of these terms is explained below.

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.

Level of cover

Accidental Staining - 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 - 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. The Limits of Cover are outlined in Section 2.

Duration of cover

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

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.

SECTION 2- LIMITS OF COVER

1. For the period of insurance the maximum the Insurer will pay under this Furniture Protection Plan is limited to the original purchase price of your product or £15,000, whichever is the lowest amount. If an item is replaced under the terms of this Plan no further cover will be available for this replacement item.
2. Cover is limited to the United Kingdom excluding 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 own home.
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 unintentional incident resulting in a stain, rip, puncture, scuff, scratch or burn.
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. Any cash settlement will be limited to the equivalent cost of repair or replacement by Guardsman.
4. If available from the retailer, your fabric product is covered for a stain protector treatment. This will be applied prior to delivery. See the front of your Sales invoice for further details.

SECTION 4 - WHAT IS NOT COVERED

Your product is not covered for:

1. The incorrect use or application of cleaning substances or the use of inappropriate cleaning materials;
2. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles or shading.

3. any odours resulting from staining incidents, or staining to interiors;
4. any stain or damage caused by transit, storage, contractors, incorrect assembly, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;
5. domestic pet damage caused by
 - a) biting or chewing.
 - b) build-up of scratching over a period of time.
6. any gradually occurring stain or damage, any gradually occurring general soiling resulting in build-up and any multiple stains occurring over a period of time;
7. any other costs indirectly caused by the event which led to your claim, unless specifically stated in this Plan;
8. routine repair/cleaning carried out by a Guardsman approved repairer/cleaner or another party;
9. any failure of repairs not undertaken as part of this Plan;
10. handheld, wireless devices used to operate furniture functions that are not permanently attached to your insured product;
11. general loss of resilience of interior fillings (softening of less than 30%), fraying (including fraying of zips), loss of buttons or delamination which means the act of splitting or separating of the covering material into layers;
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;
13. 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;
14. 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, act immediately. Blot liquid spills or remove solids with a clean, dry white cloth working towards the centre of the spill. Do not rub or use inappropriate cleaning materials such as cleaning or baby wipes as this could cause further damage to your furniture which is not covered. 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 call Guardsman on 0345 266 0626 or 01235 448844. We will provide you with a claim form or you can download the form from our website www.guardsman.co.uk. Please complete and return the form to us by email at 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. 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 the claim will not be paid or the level of protection for the incident is reduced.
3. Guardsman may ask to inspect your product to help assess your claim.

4. If you cancel a confirmed technician's appointment without giving 24 hours' notice a fee of £40 will be charged and no further appointment booked until payment is received.

5. Guardsman will settle valid claims by either, sending out a specialised stain remover (if appropriate) or cleaning or repairing your damaged product at their discretion up to the value of your product. If a satisfactory clean or repair is not possible the damaged product may be replaced. No settlement will exceed the maximum liability.

a. If a part or your product is replaced in full, Guardsman may take ownership of the original item or part, if they choose to do so;

b. Although Guardsman does its best, we do not guarantee an exact match of grain, sheen or pattern in repairing or replacing your product. An exact colour match cannot be 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 in full, your Plan will terminate on that replacement item and you will be unable to make any further claim for that item.

d. You must co-operate with Guardsman in arranging any delivery or collection; and

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.

6. 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 provide full details required to assist this process.

SECTION 7 - GENERAL CONDITIONS

1. Please take care of your product, maintaining it in line with the manufacturer's guidelines.

2. Both you and the Insurer may choose the law which applies to this contract, to the extent permitted by that law. Unless otherwise agreed the law applying to this contract is the law which applies to the part of the United Kingdom in which you live.

3. Insurers share information to prevent fraudulent claims. In the event of a claim, any information you have supplied relevant to this insurance or any claim will be provided to the Claims Register. If a claim is fraudulent or any false information has been provided all benefits under this policy will be forfeited.

The Insurer will keep the premium you have paid us. You may also be prosecuted.

4. Any change of your address must be notified by the Plan holder.

5. You may transfer this Plan to another party (subject to a fee of £40.00). Please return this plan document with the new Plan Holder's full name and address with the transfer date applicable. The transfer will not be effective until we receive the documents and 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 reaches the claims limit set out in section 2.(1);
- c. in the event of fraud, 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 You may cancel your Plan within 30 days of the delivery date of your product by contacting the retailer. A full refund will be due if you have not made a claim; if the product has been pre-treated with a stain protector you will be entitled to a 75% refund.

2. You may cancel your Plan after 30 days of the delivery date of your product. Providing you have not made a claim you will be entitled to a proportional refund based on the number of complete months remaining after the cancellation date. Please confirm this in writing to Guardsman, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD or email policy.admin@guardsman.co.uk quoting your Plan reference number.

a. Guardsman will apply an administration fee of £40 to a cancellation made after the initial 30 days which will be deducted from any refund.

b. If your product has been pre-treated with a stain protector a further £25 will be deducted from any refund.

3. No refund will be given if a claim has been settled under this plan. If you wish to cancel after a new claim has been notified and this claim is later declined the date of cancellation will be the date you originally sought to cancel.

SECTION 10 - COMPLAINTS

If your expectations are not met or you are dissatisfied please contact the Complaints Team at Guardsman, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD or complaints@guardsman.co.uk or call 01235 444 751 . Please quote your Plan reference number or claim number.

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 provide 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 you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service. Please contact The FOS, Exchange Tower, London, E14 9SR, or 0800 0234567 or 0300 123 9123 or by Email complaint.info@financialombudsman.org.uk

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

Telephone calls made regarding your Plan may be monitored or recorded to enable us to monitor the accuracy of information we provide. 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 are 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 longer than it is needed. We may disclose personal data to comply with a legal or regulatory obligation.

2. Personal information will be kept confidential and will only be used to manage your Plan or claim 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.

Read more at <http://www.dfs.co.uk/content/fabric-protection#WpehsmA5ZS4F5CGe.99>