

# Terms and Conditions of Insurance

Thank you for choosing Staingard Warranty Group ("A trading name of Homeserve Furniture Repairs") to supply your furniture protection. We hope that your furniture will be trouble free, however should you need to make a claim under your Insurance Certificate please follow the process detailed under "Claims Procedure".

Subject to the level of cover provided, details of which can be found on the front of your Certificate we will indemnify you against the costs of removing stain damage and accidental damage relating to your furniture or carpet in accordance with the terms and conditions shown below provided the premium (which includes Insurance Premium Tax) has been paid for the cover selected.

Your furniture insurance has been arranged by Staingard Warranty Group and Administered by Homeserve Furniture Repairs Ltd with UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. Registered Office: Plantation Place, 30 Finchchurch Street, London EC3M 3AJ.

Homeserve Furniture Repairs Ltd UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA)

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority RN 202715. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Great Lakes Reinsurance (UK) SE is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Certificate of Insurance.

- Administrator:** Staingard Warranty Group Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.
- Service Provider:** Homeserve Furniture Repairs Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.
- Insured, You, Your:** The person(s) whose name and address is shown on the Certificate of Insurance.
- Insurer / We / Us / Our:** UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.
- Furniture:** The item or items detailed on your sales receipt and the subject of this Certificate as stated overleaf.
- Service Request:** The request for a technician to attend to your home during normal working hours (8am – 5pm Monday to Friday).

## Limit of Indemnity

We will pay for cleaning, repairs and part or full replacement up to a maximum of £10,000 for damaged furniture, or up to the original purchase price of either article, whichever is the lower in setting any one claim or in total of all claims made during the period of insurance. Mattress protectors will be replaced up to a maximum 5 times as a result of a valid claim. Originally supplied arm caps and scatter cushions are covered for stain removal and accidental damage only. If the arm cap or scatter cushion cannot be cleaned or repaired our limit of indemnity is restricted to the original cost of the arm cap or scatter cushion.

## Territorial Limits

The insurance is limited to the United Kingdom, the Channel Islands and the Isle of Man.

## Period of Insurance

Cover under this Certificate of Insurance will commence on the date of delivery of the furniture item(s) covered as stated overleaf and will continue, subject to the terms set out in this Certificate of Insurance, for a period of five years inclusive of the supplier's 12 month warranty period. Cover for structural defects is limited to 48 months and will commence 12 months after the date of delivery of the furniture.

## What is Covered

The following occurrences of stain damage and accidental damage are covered under this Certificate of Insurance subject to the cover you have selected and the exclusions listed under "What is not covered".

### Upholstery

Where shown on your Certificate, Stains on fabric or leather furniture, mattresses (including mattress protectors) and carpets which are sudden and accidental resulting from;

- Food and beverages;
- Ink, paint and dye;
- Human and pet bodily fluids;
- Cosmetics, soap and shampoo;
- Wax and wax polish;
- Glue and superglue;
- Dye transfer from clothing and newspaper print;
- Acids, bleaches, caustic and corrosive solutions and substances.

Where shown on your Certificate Structural defects to fabric or leather furniture, mattresses (including mattress protectors) following the expiry of the supplier's warranty caused by;

- Defects to frames caused by breakage or becoming warped;
- Defects of mechanical, electric recliners and components;
- Bending and breakage of metal components;
- Broken zips, castors, and buttons;
- Separation of seams and stitching;
- Lifting or peeling of the hide on leather furniture;
- Loss of resilience to foam and fibre interiors.

Where shown on your Certificate, Accidental Damage on fabric, leather furniture, mattresses & mattress protectors caused by:

Rips, tears, burns, scuffs, scratches and punctures. Accidental Damage includes damage caused by pets. Damage caused by pets (that is not extensive) is limited to three (3) claims during the period of insurance.

### Cabinet & Bed Frames

Where shown on your Certificate Stains and Accidental Damage to cabinet furniture, bed frames & mattresses which is sudden and accidental resulting from:

- Water, liquid or heat marks from items in normal household use;
- Breakage, dents, chips, scratches which have penetrated through the surface finish; or
- Breakage, scratches and chips of glass or mirrors occurring during normal household use.

Structural Defects to cabinet furniture, bed frames & mattresses following the expiry of the manufacturers warranty caused by;

- Defects to frames caused by breakage or becoming warped;
- Peeling of the finish on solid wood, veneered or laminate furniture;
- Defects of mechanical, electric recliners and components;
- Bending and breakage to metal components;
- Broken zips, castors, and buttons;
- Separation of seams and stitching;
- Lifting or peeling of the hide on leather bed frames and dining chairs;

## What is Not Covered

We will not pay the claim costs arising from:

- Any damage (structural or otherwise), soiling or staining caused:
  - Prior to or during delivery;
  - To insured items used for rental / sublet or commercial purposes, or furniture in storage or transit;
  - By contractors working in or on the premises where the furniture is being used;
  - By the failure of plumbing, drainage, electrical or central heating systems including leaking radiators or pipes;
  - By or resulting from misuse or mishandling;
  - By or resulting from abuse, neglect, violence or vandalism;
  - By or resulting from deliberate damage by any person, including children;
  - Removal of stains caused by a build up of perspiration, hair and body oils;
  - By accumulated multiple stains or any unidentifiable stain;
  - By any spill or stain not attended to in a manner described by the administrator;
  - By fire, fire damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidation, or any other natural disaster
  - By any other cause not specifically mentioned under "What is Covered".
- Removal of odours even when caused by a stain;
- Stains & damage that is consistent with wear and tear
- Stains & damage or anything that happens gradually including dye transfer;
- Damage caused by insects, non domestic animals or wild birds. \* Pet damage which is extensive and not a single incident;
- Pet damage which is extensive and / or not a single incident;
- The use or application of cleaning substances or materials other than those provided by the service provider;
- The incorrect use of any cleaning substances or materials;
- Insured items that do not meet the minimum requirements of the British furniture industry;
- Fabric failure, including fraying & lost buttons;
- The cost of replacing your insured item in the event of staining or damage to arm caps or scatter cushions;
- Failure to comply with the manufacturer's, supplier's, or insurance or service providers instructions;
- Use of the furniture in a manner other than that intended by the manufacturer;
- Loss of resilience of foam cushions if under 30%; This is defined as the depressed cushion not returning to within 30% it's original height or volume;
- Natural characteristics of leather, such as brands, bites, tick marks and opened scars;
- Failed repairs carried out under the manufacturer's warranty;
- Repairs carried out by a technician not assigned by the service provider;
- Damage caused by a contractor, cleaner or plumber
- Fading, effect of sunlight or non-colour fast materials;
- Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
- Consequential loss of any kind and or loss of use;
- Structural defects first discovered during the manufacturer's warranty period;
- The cost of replacing undamaged carpet beyond the boundary of the room where the carpet is damaged even if there is a common design or colour;

- Damage not consistent with the original claim or misrepresentation of an occurrence;
- 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.
- Any Costs

## General Exclusions

### 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 unsupplied power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

### Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

### 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.

### 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 data 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.

## Cover Conditions

### Duty of Care

The existence of this Insurance Certificate does not eliminate the need for you to maintain the furniture to a standard as directed by the manufacturer and keeping the furniture clean and out of direct sunlight.

### What to Do in the Event of an Incident or Spillage

In the event of an incident, you must contact the service provider for instructions before attempting to clean or repair the affected furniture. You should only clean the affected furniture following the direction from the service provider, and by using the approved cleaning kit or method recommended.

### Transfer of Insurance

You can transfer this Certificate of Insurance to another named party (subject to the payment of a £35.00 administration fee) by returning the document to the administrator and supplying the full name and address of the new party.

### Consumer Insurance Act

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

- Supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the Certificate.
- To make sure that all information supplied as part of your application for cover is true and correct;
- 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 Certificate is invalid and that it does not operate in the event of a claim.

## Cancellation Rights

If you decide that for any reason, this policy does not meet your insurance needs then please return it to the store within 14 days of the delivery.

On the condition that no claims have been made or are pending and the furniture has not been treated, we will then refund your premium in full. Thereafter you may cancel the insurance cover at any time by informing the Service Provider, however no refund of premium will be payable. We 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:

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

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.

## Governing Law

Unless some other law is agreed in writing, this Certificate is governed by the English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

## When Cover Ends

Cover will terminate immediately and you will lose all rights to the benefit under your Certificate of Insurance:

- If the premium for this Certificate of Insurance is not paid.
- On the Certificate end date as shown overleaf.
- If you modify the insured furniture.
- In the event of a claim that has resulted from a breach of any of the terms in this Certificate of Insurance.
- Following payment(s) and/or cost incurred by the insurer in relation to any one claim or the total of all claims, made by you throughout the insurance period, reaching the limit of indemnity.
- In the event of fraud, misrepresentation or dishonesty of any kind by you, or anyone acting on your behalf, in relation to this insurance or any claim.
- The date we replace your furniture in full or the date we compensate you for the full loss of your furniture.
- The date you or we cancel the Certificate.

## Claims Procedure

In order to make a claim you must notify the service provider as soon as possible after the incident, and in any event no later than 14 working days after the occurrence. Any delay in notification may result in permanent damage and will invalidate your claim. You should notify the Customer Service Help line on the relevant number shown below, quoting your Certificate number and the reason for the service request.

Customer Service Help line on 0800 011 4230 (Monday – Friday 9am–5pm).

The service provider will assess the validity of your claim against the criteria of the Certificate and attempt to resolve your claim by offering cleaning advice and where applicable, dispatch an approved cleaning kit. If this does not resolve the problem then an authorised technician will visit your home.

If your claim is settled by a replacement then the insurer reserves the right to take sole ownership of the damaged furniture by arranging collection at the same time that the replacement is delivered. Until such time you cannot sell or dispose of the damaged furniture without our written consent. If the insurer fails to collect the damaged furniture within 14 days a replacement being supplied then ownership and responsibility for it remain solely with you. Where the furniture or part of furniture is replaced, the time taken to obtain such items will be according to the supplier's quoted order time. UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

## Complaints Procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

### SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

### CLAIMS

Homeserve Furniture Repairs Limited Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA. In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 03648.

If your complaint about your claim cannot be resolved by the end of the third working day, Homeserve Furniture Repairs will pass it to: Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RU Tel: 0345 218 2685 Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

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, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800

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.

## Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. 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](http://www.fscs.org.uk).

## Data Protection

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

