

3 or 5yr Furniture Protection Plan Certificate



GUARDSMAN
AN AMYNTA COMPANY
FURNITURE PROFESSIONALS

The Cover Provided

This Plan provides cover for accidental staining and/or accidental damage to the outer cover of the item(s) as outlined in the Plan Applicable box below and/or motion furniture faults (depending on the cover you have taken out). The meaning of these 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.

Your Plan does not cover internal failure of furniture or other structural elements (refer to section 4.3). Please make sure you read the exclusions explained in Section 4.

Duration of cover

Dependent on the Plan sold, as detailed in the Plan Applicable section, the following may apply:

ACCIDENTAL STAINING AND ACCIDENTAL DAMAGE

The product will be covered for **three** or **five** years from the date it is delivered to your home, dependent on the cover you have taken out.

MOTION FURNITURE FAULTS

Most furniture comes with a minimum 12 month manufacturer's guarantee which will cover you after the product is delivered. However, some manufacturers offer a different warranty period, so please check with your retailer to find out if yours is different. Under this Plan, motion furniture faults will be covered once the manufacturer's or retailer's guarantee ends.

Plan Applicable

ACCIDENTAL STAINING - this means sudden, unforeseen 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 chemicals which result in a stain or bleaching.

ACCIDENTAL DAMAGE - this means sudden, unforeseen and unintentional damage resulting in rips, punctures, scuffs, burns or chips to the external surface of the item.

MOTION FURNITURE FAULTS - this means failure or breakage of mechanisms. Electrical failures including control box, transformers and motor. Wire breakages or cuts and switches and piston breakage, jamming or failure.

It does not include any structural faults on the mattress or bed frame or any damage to the mattress protector in use (Bed Plans only).

Certification of Cover

In return for your premium, Acasta European Insurance Company Limited, will cover the product in line with the following terms and conditions. Guardsman Industries Limited is authorised to sign and issue this certificate on Acasta European Insurance Company Limited's behalf.

Signed by

Mark Potter

Managing Director

Authorised signatory for Guardsman Industries Limited

SECTION 1 - INTRODUCTION

This Certificate sets out the benefits, conditions and exclusions of your Guardsman Furniture 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 procedure 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 Plan is provided by: We/Us/Our: Acasta European Insurance Company Limited, Unit 1, 124 Irish Town, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

It is your responsibility to ensure that the Plan meets your needs. Acasta European Insurance Company Limited 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 Policy Certificate and 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.

Acasta European Insurance Company Limited do not have any direct or indirect holding in Guardsman and neither does Guardsman have any direct or indirect holding in Acasta European Insurance Company Limited.

SECTION 2 - LIMITS OF COVER

1. The most we will pay under this Plan is the original price you paid for the insured item(s), 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 under this Plan. The item(s) is only covered if it remains within the United Kingdom (not including the Channel Islands and the Isle of Man) at all times.
2. Your insured item(s) must be in the Planholder's private residence and not used in commercial premises, or property you rent out, including rented rooms within your home.
3. The Plan does not cover any item(s) kept on a boat, caravan or in buildings not attached to the main residence.
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.
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 repairs after one or a combination of the following, depending on the type of cover you have:
 - accidental staining
 - accidental damage
 - motion furniture faults including recliner mechanisms and sofa beds once the manufacturer's guarantee period ends.The type of cover you have is shown on the front of this Protection Plan Certificate. Please check it carefully.
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 (section 6 below).
3. If a repair cannot be achieved, we may choose to 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 cover). Any cash settlement will be limited to the equivalent cost of repair or replacement by Guardsman.
4. If your retailer offered it, your fabric product will have been given a stain protector treatment before it was delivered to your home. If this treatment was provided under the Plan, it will be specified under 'Your Coverage Includes' section on this Protection Plan Certificate.
5. Accidental damage to USB ports that form part of the furniture.

SECTION 4 - WHAT IS NOT COVERED:

Your product is not covered for:

1. Colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles, swirls and shading; or hairline marks (less than 1.5mm) which are naturally occurring in wood, metal or high gloss finishes, or formed during the manufacturing process;
2. 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;
3. 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;
4. Whilst interior fibre or foam fillings are not covered under this plan a consumer may wish or be required to pay for new interior to allow Guardsman to complete a full repair (e.g. a pet chewing through the seat cushion.)
5. Deterioration of the product's appearance through normal use or general soiling, including but not limited to wear on areas of high traffic (e.g. arm rest), or a build-up of oils on a headrest/headboard, or dye transfer over an extended period of time;
6. An accumulation of multiple different stains or damage across multiple areas of the item;
7. Animal damage caused by an accumulation of multiple incidences of damage in multiple areas;
8. Abrasions that are caused by daily use and cleaning over a period of time;
9. 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;
10. Odours;
11. Staining to interiors;
12. Any stain or damage caused when the product was being transported or was in storage;
13. Damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
14. Routine repair/cleaning carried out by a Guardsman approved repairer/cleaner or another party;
15. Any failure of repairs not undertaken as part of this Plan;
16. Any other costs indirectly caused by the event which led to your claim, unless specifically stated in 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. 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;
19. 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;

20. 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;
21. 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 furniture, which we may 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.
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 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.
6. 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;
 - (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 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

All cover under this Plan will automatically end:

1. Three or five years after the product is delivered to your home;
2. On the date we replace the whole product or pay claim(s) equal to the limit set out in Section 2 (1);
3. On the date we cancel your Plan because you have made a fraudulent claim; or
4. On the date you cancel your Plan 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 or write to Guardsman Industries Limited, Innovation Centre, 99 Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RY. If you have not made a 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 the retailer who sold you the Plan (if and where applicable). Guardsman handles complaints under this Plan on our behalf. If you wish to make a complaint of this nature, please contact Complaints Team, Guardsman Industries Limited, Innovation Centre, Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4RY or email complaints@guardsman.co.uk or telephone 01235 444751 and quote your Plan reference 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 Limited may monitor or record any telephone calls you make in connection with this Plan in order 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 contact Guardsman by letter, telephone or email 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 <https://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 Policy; and you and we can rescind or vary the terms of this contract without the consent of any third party to this policy, who might seek to assert that they have rights under this policy.

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"), Acasta European Insurance Company Limited (the Insurer) and Guardsman Industries Limited (the Intermediary) are Joint Data Controllers (as defined under the Data Protection Laws) for any personal information you provided when you purchased your Plan. Below is a summary of the main ways in which we process your personal data. The full Acasta European Insurance Company Limited Privacy Policy and the full Guardsman Privacy Policy are available by accessing the links provided below.
- 2. How we received your data:** Guardsman Industries Limited 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 Limited 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. Guardsman Industries Limited 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 Limited 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:** Guardsman Industries Limited may transfer your personal data to destinations outside the UK or 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 Limited 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 contact Guardsman by email datarequests@guardsman.co.uk, or visit <https://ico.org.uk>

If you require more information or have any questions concerning use of your personal data, the full Acasta European Insurance Company Limited's Privacy Policy can be found at www.acastainurance.gi/privacy-policy/

Alternatively please contact The Data Protection Officer, Acasta European Insurance Company Limited, Unit 1, 124 Irish Town, Gibraltar, GX11 1AA or email dpo@acastaeurope.co.uk

Guardsman's full privacy policy can be found at www.guardsman.co.uk

**Request a LARGE PRINT version of these terms & conditions
by calling 01235 444 747**