

CLASSIC MATTRESS PROTECTOR GUARANTEE

10 Year Mattress Guarantee with a combined purchase of a new mattress and a **Guardsman** Classic Mattress Protector from an authorised **Guardsman** retailer.

The **Guardsman** Mattress Protector guarantees that for 10 years from the day **You** purchase this protector together with **Your** new mattress, the mattress will be protected from **Stains** if reasonable care is taken.

So, if **You** accidentally spill a cup of tea on **Your** bed whilst the protector is in place and the protector does not stop the liquid seeping through to the mattress, **We** will clean that tea **Stain** from **Your** mattress, or if needs be, replace the mattress in its entirety.

Please read the full terms and conditions below to ensure **You** have a full understanding of what is and what is not covered.

SECTION 1 – DEFINITIONS

Words and phrases shown in “**bold**” have special meanings as detailed below.

Period of Cover:- A period of 10 years commencing on the date of purchase.

Product:- The **Guardsman** Classic Mattress Protector, purchased by **You**.

Stain:- means any sudden and unforeseen spillage occurring from a single incident caused by food, drinks and human and animal bodily fluids.

You/Your:- means the person who has purchased this **Product**.

Guardsman:- **Guardsman** Industries Ltd, whose registered office is: Corporation Service Company (UK) Ltd, 5 Churchill Place, 10th Floor, London E14 5HU UK, or **Guardsman** Europe Limited, 1st Floor, 9 Exchange Place, I.F.S.C. Dublin 1, Ireland.

We, Us, Our:- means **Guardsman**.

SECTION 2 – LIMITS OF COVER

- The maximum liability to **You** under this **Guardsman** Mattress Protector Guarantee is limited to the original purchase price of the **Product** and shall not exceed:
 - £2000 if **You** have purchased this **Product** in the United Kingdom; or
 - €2300 If **You** have purchased this **Product** in the Republic of Ireland.
- This guarantee is limited to the United Kingdom (excluding Channel Islands and Isle of Man) and the Republic of Ireland. **Your Product** is only covered if it remains within these geographical locations.
- Cover is limited to **Your Product** being in a private residence and does not apply to use in commercial or sub-let premises.

SECTION 3 – WHAT IS COVERED

- We** will cover **You** for the cost of **Stain** removal:
 - The **Guardsman** Mattress Protector guarantees **You** once **Your** mattress has been delivered in a satisfactory condition in **Your** home and **Your Product** is in place on the mattress.
 - We** will cover **Your** mattress if the cause of the damage can be identified.
 - We** will cover **You** for any failure of the **Product** itself which would have lead to a **Stain** to **Your** mattress, and any manufacturing fault with the protector such as splitting seams or failure of the laminate backing.
- If the **Stain** removal cannot be achieved, **We** may choose to replace the damaged **Product** and **Your** mattress, at **Our** discretion.

SECTION 4 – WHEN DOES COVER START & FINISH

Type of Cover	Start Date	End Date
Accidental staining	Date of purchase	10 years from date of purchase

SECTION 5 – WHAT IS NOT COVERED

Your Guardsman Mattress Protector Guarantee will not cover **You** for:

- The incorrect use or application of any cleaning substances or materials.
- Stains** to the **Guardsman** Mattress Protector itself or **Staining** to the mattress when the protector is not in use.
- Damage during transit or storage caused by contractors, neglect, abuse, misuse or malicious damage of the **Product** caused by **You** or **Your** family or any other person lawfully on **Your** premises.
- Damage caused by wild animals/birds, termites, insects, moths or vermin.
- Domestic pet damage caused by biting, chewing or scratching.
- Any gradually occurring **Stain** or damage or general wear and tear.
- Fire, scorching, flood, burst pipes (including radiator leaks and spillages), sunlight, wind or weather; leaking roofs and conservatories, theft or any other similar external cause.
- Any other costs that are indirectly caused by the event which lead to **Your** claim, unless specifically stated in this **Guardsman** Mattress Protector Guarantee.
- Routine cleaning whether carried out by a **Guardsman** approved cleaner or another party.
- Failure to comply with the instruction for the care of the **Product** as specified in the care instructions, including blistering damage caused by tumble drying on high heat or on its own.
- Staining** for which the cause cannot be identified.
- Any part of the bed, including structure, head or foot boards, divans, blankets, duvets, sheets, pillows or sides of the mattress.
- Protectors which have been used with an electric blanket.
- Removal of odours, even when caused by a **Stain**.

SECTION 6 – CARE INSTRUCTIONS

- Machine wash the **Guardsman** Mattress Protector as quickly as possible after the spillage, according to the wash and care instructions on the **Product** label, preferably whilst still wet, making sure that NO bleach or any type of bleach alternative is used in the washing cycle.
- To avoid blistering, dry in a dryer at a medium temperature together with bed linen or towels. NEVER DRY ALONE IN THE DRYER OR ON A HIGH HEAT.

SECTION 7 – GUARANTEE CLAIMS PROCEDURE

In the event of a possible claim under this cover do not call **Your** supplier please contact **Guardsman** as soon as possible by calling 0345 128 1240 if calling from the United Kingdom, or 1800 818 608 if calling from the Republic of Ireland. **Guardsman** will explain the claims process and give **You** information to help **You** with **Your** claim. To assist **You** with the claims procedure **You** will need to follow the notes and terms and conditions as detailed below:

- All possible incidents that may give rise to a claim must be notified to **Guardsman** as soon as possible after the incident is discovered but no later than 25 days after the first incident occurs. Delay in reporting the incident may result in permanent damage.
- In order to claim, **You** may be required to complete a Service Request

Form. **Guardsman** may ask to inspect **Your Product** to help assess **Your** claim.

- If **You** require professional help, **Guardsman** will arrange for an approved cleaner to visit **Your** home.
- We** do not guarantee an exact match of colour or pattern in the event of **Your Product** being cleaned or replaced. In such circumstances **Our** liability is limited to the reasonable endeavours of a **Guardsman** approved cleaner.
- Stain** removal is limited to spot cleaning of the damaged area.
- Any mattress replacement (at **Our** reasonable discretion) will be arranged by **Guardsman** and will be of a similar standard, specification and style as **Your** original mattress, subject to the limit of cover as set out in Section 2.
- If **We** agree to replace **Your** mattress, (a) **We** will take ownership of the original mattress; (b) **We** will have no further liability under this Mattress Protector Guarantee for the replacement Mattress; and (c) **You** must co-operate with **Guardsman** in arranging delivery, collection or disposal.

SECTION 8 – GENERAL CONDITIONS

- You** shall at all times ensure that reasonable care is taken of the **Product**.
- Our** liability to **You** under this **Guardsman** Mattress Protector Guarantee shall immediately cease:
 - In the event of fraud or misrepresentation or any attempt thereat by **You** or **Your** agent;
 - If **We** have made a claim payment equal to the limit of cover set out in section 2;
 - On the expiry of the **Guardsman** Mattress Protector Guarantee, or
 - If a claim has already been made for the mattress or **Product** under any other insurance.
- This document and any endorsement hereon will contain all the terms and conditions relating to the cover of **Your Product**. The provisions of this cover are, where their nature permits, conditions precedent to **Our** liability under this **Guardsman** Mattress Protector Guarantee.
- You** will be liable for any costs falling outside this **Guardsman** Mattress Protection Guarantee.
- It will be a condition precedent to **Our** liability that **You** comply with each of the above terms and conditions of this **Guardsman** Mattress Protection Guarantee.
- This **Guardsman** Mattress Protection Guarantee is not transferable and not renewable.
- This **Product** Guarantee is only valid for a new mattress that was purchased at the same time as the Protector and appears on the sales receipt as such.
- When cover under this **Guardsman** Mattress Protection Guarantee ends it will have no cash value.
- You** must retain this document and the sales receipt for the Mattress and Protector.

SECTION 9 – MANUFACTURER QUALITY ISSUES WITH THE PROTECTOR

In the unlikely event that **You** experience a manufacturing defect (failure of the seams or failure of the laminate) with the Protector please follow the claims procedure as detailed in Section 7. **You** may be requested to send the damaged Mattress Protector to **Guardsman** at the address stated below. Should the **Guardsman** Mattress Protector prove to be faulty a replacement will be provided and the original faulty Protector will be destroyed.

SECTION 10 – COMPLAINTS

Although **We** set ourselves high standards, if **We** do not meet **Your** expectations 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. Please quote **Your** claim number (if applicable) so that **Your** enquiry can be dealt with quickly.

Please write to the Complaints Team at **Guardsman**, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD United Kingdom, or email complaints@guardsman.co.uk or call +44 (0) 1235 444751.

SECTION 11 – NOTICE TO CUSTOMERS

You are advised that any telephone calls **You** make regarding this Mattress Protector Guarantee may be monitored or recorded. This is to monitor the accuracy of the information provided by **Our** customers. It may also be used to provide additional training to **Our** staff or to prove that **Our** procedures comply with legal and regulatory requirements.

SECTION 12- PRIVACY STATEMENT

- For the purposes of the General Data Protection Regulation (GDPR) 2018, **Guardsman** is the data controller for any personal information **You** give in relation to any claim under this **Guardsman** Mattress Protector Guarantee.
- Personal information will be kept confidential and will be used on a contractual basis to manage any claim **You** make under this Guarantee and to identify **You** or meet legal conditions or rules.
- We** will share **Your** data with **Our** network of cleaning specialists, Safeclean. **Guardsman** and Safeclean may process **Your** data on a legitimate interests basis to send **You** information about other products and services that may be of interest to **You**. If **You** do not wish to receive such information please contact Policy Administration at **Guardsman** on +44(0)1235 444747 or marketingoptout@guardsman.co.uk.
- We** 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 Legislation.
- 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.
- 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 Guarantee unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.
- If **You** believe **We** 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: ico.org.uk.

We take data security very seriously. You can read **Our** full Privacy Policy on **Our** website: guardsman.co.uk