

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 Certificate of Insurance 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 stains, repairing structural defects and accidental damage relating to the furniture 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 a trading name of UK Underwriting Limited on behalf of Ageas Insurance Limited.

Homeserve Furniture Repairs, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0300 500 5000.

Definitions

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

Service provider; Staingard Warranty Group Limited, Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA.

Administrator; 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 Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568.

Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

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, part or full replacement up to a maximum of £5,000 or up to the original purchase price of the damaged furniture, whichever is the lower in settling 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. 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 the cost of the replacement 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 damage is limited to 48 months and will commence 12 months after the date of delivery of the furniture.

What is Covered

Depending on the level of cover selected the following occurrences of stain, structural defects and accidental damage are covered under this Certificate of Insurance subject to the exclusions listed under "What is not covered".

Upholstery

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.

Structural Defects to fabric or leather furniture 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.

Accidental Damage on fabric, leather furniture & mattresses caused by;

Rips, tears, burns, scuffs, scratches and punctures. Accidental Damage includes damage caused by pets. Damage caused by pets is limited to three (3) claims during the period of insurance.

Cabinet & Beds

Stains & Accidental Damage to cabinet furniture & bed frames which is sudden and accidental resulting from;

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

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

- Defects caused by warpage and breakage;
- Peeling of the finish on solid wood, veneered or laminate furniture;
- Damage to non-electrical mechanisms;
- Bending and breakage to metal components.

What is Not Covered

We will not pay the claim costs arising from:

1. 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 or resulting from misuse, mishandling, abuse, neglect, violence or vandalism;
 - by or resulting from deliberate damage by any person, including children;
 - removal of stains caused by 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.
2. Removal of odours even when caused by a stain;
3. Stain damage that is consistent with wear and tear or anything that happens gradually;
4. Damage caused by insects, non domestic animals or wild birds;
5. The use or application of cleaning substances or materials other than those provided;
6. Insured items that do not meet the minimum requirements of the British furniture industry;
7. Fabric failure, including fraying & lost buttons;
8. The cost of replacing your insured item in the event of staining or damage to arm caps or scatter cushions;

9. Failure to comply with the manufacturer's, supplier's, or insurance or service providers instructions;
10. Use of the furniture in a manner other than that intended by the manufacturer;
11. Loss of resilience if under 30%;
12. Natural characteristics of leather, such as brands, bites, tick marks and opened scars;
13. Failed repairs carried out under the manufacturer's warranty;
14. Repairs carried out by a technician not assigned by the service provider;
15. Fading, effect of sunlight or non-colour fast materials;
16. Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
17. Consequential loss of any kind and or loss of use;
18. Structural defects first discovered during the manufacturers warranty period;
19. The cost of replacing or changing undamaged carpet because it has a common design or continues beyond the boundary of the room where the carpet is damaged;
20. Damage not consistent with the original claim or misrepresentation of an occurrence;
21. 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.

Cover Conditions

Duty of Care

The existence of this insurance Certificate of Insurance does not eliminate the need for you to maintain the furniture to a reasonable 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.

In the event of a spillage, you should act immediately. Blot liquid spills or remove solids with a clean white cloth/paper towel, work towards the centre of the spillage. Do not rub as this will damage your furniture. Should a spillage result in a stain, follow the claims procedure.

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 service provider and supplying the full name and address of the new party.

Cancellation Rights

You may cancel this insurance and obtain a full refund of premium by returning to the store within fourteen (14) days from the date of delivery, together with this Certificate of Insurance. No refund of premium will be made if you have made a claim, if the furniture has been treated, or if you cancel this insurance at a later date. The insurer or the service provider may cancel this Insurance by giving you at least fourteen (14) days notice in writing at your last known address and in such event you will become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance.

When Cover Ends

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

1. If the premium for this Certificate of Insurance is not paid.
2. On the insurance expiry date as shown overleaf.
3. If you modify the insured furniture.
4. In the event of a claim that has resulted from a breach of any of the terms in this Certificate of Insurance.
5. 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.
6. 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.
7. The date we replace your furniture in full or the date we compensate you for the full loss of your furniture.
8. The date you or we cancel the agreement.

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 7 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 Helpline on the relevant number shown below, quoting your Certificate number and the reason for the service request.

Customer Service Helpline 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, despatch 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.

Complaints Procedure

Every effort is made to ensure you receive a high standard of service, however, if you are not satisfied with the service you have received, you should contact the service provider to help assist in dealing with your comments quickly, please quote your Certificate/ Claim Number and Insured Name.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager, UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Tel: 0845 218 2685 Email: 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

Ageas Insurance Limited 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

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.

