

## Important - the Intention of the cover

The intention of this Plan is to provide cover for individual incidents of accidental staining and/or accidental damage and/or structural damage (depending on cover selected). The meaning of the 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.

Please make sure you read the terms and conditions carefully including the Exclusions explained in section 4.

## Plan Applicable

### PLAN



**ACCIDENTAL STAINING, in this Plan 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.

### PLUS



**ACCIDENTAL STAINING, in this Plan 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:-**

sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the item.

### PLATINUM



**ACCIDENTAL STAINING, in this Plan 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:-**

sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the item.

**STRUCTURAL FAULT:-**

defects to the frame, including feet, legs and recliner mechanisms. Excessive loss of resilience of seat cushion foam, broken buttons, broken zip operations, peeling of covering leather or broken stitching.

## Length of cover

Type of Cover	Start Date	End Date
Accidental Staining & Damage	Date of delivery	5 years from date of delivery
Structural Fault*	On expiry of the manufacturer's and retailers guarantee	5 years from date of delivery

\* for the first 12 months your product's structure is covered by the manufacturers guarantee. If a structural fault occurs within 12 months of purchase or within the retailers guarantee, please contact your retailer

## Certification of Cover

In return for payment of the premium the Insurer agrees to insure you in accordance with the terms and conditions contained herein and endorsed hereon. Guardsman Industries Limited is authorised by the Insurer to sign and issue this document on its behalf under Binding Authority Contract reference number B6025/EW200.

Signed by

Philip Griffin  
 Managing Director  
 Authorised signatory for Guardsman Industries Limited

This is our standard agreement upon which we tend to rely. For your own benefit and protection you should read these terms and conditions carefully before purchase. If you do not understand at any point please ask for further information

## **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 procedures of this Plan and have paid the required premium.

Your Plan is administered by Guardsman Industries Limited (Guardsman), whose registered office is 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD. Guardsman Industries Limited is authorised and regulated by the Financial Conduct Authority under registration number 311766.

The Insurer - Your Plan is underwritten by Lloyd's Syndicate 5820. The managing agent for Lloyd's Syndicate 5820 is ANV Syndicates Limited, Registered Office: 47 Mark Lane, London EC3R 7QQ. Registered in England number 04434499. ANV Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **SECTION 2- LIMITS OF COVER**

1. The most the Insurer will pay under this Furniture Protection Plan is limited to the original purchase price of your product and shall not exceed £15,000.
2. This insurance is limited to the United Kingdom with the exclusion of the Channel Islands and the Isle of Man. Your product is only covered if it remains within the United Kingdom.
3. Cover is limited to your product being in a private residence and does not apply to use in commercial or rental properties, including rented rooms within your own home.
4. Failure of the product which started during the manufacturer's or retailer's guarantee period is outside the limits of this Plan.

## **SECTION 3 - WHAT IS COVERED**

1. Your product is covered for the cost of repair in the event of a sudden and unintentional incident resulting in a stain, rip, puncture, scuff, scratch or burn or a structural fault, according to the coverage purchased and detailed under the coverage section on the front of your Guardsman Plan Certificate.
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 choose to replace the damaged part. In the event of this not being possible, Guardsman may at its sole discretion provide a replacement product(s). Alternatively, Guardsman may at its sole discretion settle the claim by a cash payment instead of a repair or replacement. Any cash settlement will be limited to the equivalent cost of repair or replacement by Guardsman.

## **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 biting, chewing or extensive scratching which means and includes incidents of multiple scratching (including multiple areas) or any scratching which has occurred over a period of time and/or not reported to Guardsman at the time of the first occurrence;
6. any gradually occurring stain or damage, any gradually occurring general soiling which results in build up and any multiple stains occurring over a period of time;
7. any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this Plan;
8. routine repair/cleaning whether 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 functions on furniture items 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, 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 cleaning wipes or baby wipes to try to remove the stain as this could cause further damage to your sofa which we will not cover. 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 contact Guardsman by telephoning 0845 600 5886 or 01235 448838.
2. Please notify all incidents that may give rise to a claim within 28 days of the event or as soon as possible after the accidental spillage, accidental damage or structural fault is discovered. If you do not and the delay in notifying the incident affects Guardsman's ability to fully assess the claim or keep the Insurer's losses to a minimum, this may mean that the claim will not be paid or the level of protection for the incident is reduced.
3. In order to claim, you will be required to complete a claim form. You can contact us by phone and, depending on your preference; we will send a form to your postal address or send it to an email address that you provide us with. Alternatively you can download the appropriate claim form from our website [www.guardsman.co.uk](http://www.guardsman.co.uk). Once you have completed the claim form send it back to us by email at [newclaims@guardsman.co.uk](mailto:newclaims@guardsman.co.uk) or by post to New Claims, Guardsman Industries Ltd, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD in order for your claim to be assessed.
4. Guardsman may ask to inspect your product to help assess your claim.
5. Guardsman will settle valid claims by, sending out a specialised stain remover (if appropriate), cleaning or repairing your damaged product at their discretion up to the value of your product and not exceeding the maximum liability. Where a satisfactory clean or repair is not possible Guardsman will replace the damaged product.
  - a. Guardsman will provide a replacement item of furniture to your home. If Guardsman agrees to replace a part or your product in full, Guardsman may take ownership of the original item or part, if they choose to do so;
  - b. although Guardsman will always do its best, we do not guarantee an exact match of grain, sheen or pattern in the event of your product being repaired or replaced. Neither is exact colour match 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 damaged 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 give them any help or information they may need to assist them with their loss recoveries.

## SECTION 7 - GENERAL CONDITIONS

1. You should at all times ensure that care is taken of your product and it is maintained in line with the manufacturer's guidelines.
2. Under the laws of the United Kingdom both you and the Insurer may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and the Insurer agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live. Any legal proceedings between you and the Insurer in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which you live.
3. Insurers share information with each other to prevent fraudulent claims via a register of claims. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register. If a claim is fraudulent or any false information is provided in relation to any plan or claim, all benefits under this plan will be forfeited. The Insurer will keep the premium you have paid us. You may also be prosecuted in the event of a fraudulent claim.
4. Any change of your address must be notified by the Plan holder.
5. You may transfer this Plan to another named party (subject to the payment of a £20.00 administration fee to Guardsman) by returning this document and supplying the full name and address of the new Plan holder together with the transfer date. The transfer will not be effective unless Guardsman receive from you this document and the administration 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 has made claim payments equal to the limit set out in section 2;
  - c. in the event of fraud or 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. Within 30 days of the delivery date of your product:
  - a. if you wish to cancel your Plan within 30 days of delivery of your product please contact the retailer. Providing you have not made a claim a full refund will be due to you;
  - b. if the product has been pre-treated with a stain protector you will be entitled to a 75% refund.
2. After 30 days of the delivery date of your product:
  - a. if you wish to cancel your Plan after 30 days of the delivery date of your product please write to Guardsman. Providing a claim payment has not been made you will be entitled to a proportional refund which will be calculated based on the number of complete months of the plan remaining from the date you request the plan to be cancelled;
  - b. Guardsman will apply an administration fee of £40 to a Plan cancellation made after the initial 30 days which will be deducted from any refund;
  - c. if your product has been pre-treated with a stain protector a further £25 will be deducted from any refund.

3. Cancellations will not be backdated. Where a claim payment has been made or where there has been an incident likely to give rise to a claim payment during the current period of cover and you wish to cancel your Plan, you will not be entitled to a refund until Guardsman has finalised their evaluation of the incident and determined whether a claim payment will be made. Should Guardsman not make a claim payment, the date of cancellation will be the date you sought to cancel your 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.

Please write to the Complaints Team at, Guardsman, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD or email [complaints@guardsman.co.uk](mailto:complaints@guardsman.co.uk) or call 01235 444 751 and quote your Plan reference number or claim number so that your enquiry can be dealt with quickly.

You may refer your complaint at any time to the Policyholder and Market Assistance team at Lloyd's. Their address is: Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN.

Tel No: 020 7327 5693. Fax No: 020 7327 5225. E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The address is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone Number: 0800 0234 567 (calls to this number are normally free for people ringing from a "fixed line" phone, but charges may apply if you call from a mobile phone). Telephone Number: 0300 1239 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.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**

You are advised that any telephone calls you make regarding your Plan may be monitored or recorded. This is to monitor the accuracy of information provided by the Insurer's and Guardsman's customers. It may also be used to provide additional training to staff or to prove that the Insurer's and Guardsman's procedures comply with legal and regulatory requirements. If you have any disability that makes communication difficult, please tell Guardsman and they will be pleased to help.

If the Insurer cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). The scheme covers 90% of the value of insurance claims with no upper limit. You can contact the FSCS by using the following contact details: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Phone: 0207 892 7300. Email: [ENQUIRIES@FSCS.ORG.UK](mailto:ENQUIRIES@FSCS.ORG.UK). [www.fscs.org.uk](http://www.fscs.org.uk)

### **Insurer's liability**

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion. The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

## **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 provide, including any information you supplied when you took out your Plan and any information you submit in relation to any claim. Guardsman and the Insurer will make sure that the information held about you is accurate and up to date, and will not keep it for longer than it is needed and may disclose personal data in order to comply with a legal or regulatory obligation.
2. Personal information will be kept confidential and will only be used to manage your Plan, assess your application, process any claims you make, carry out fraud checks, to meet legal conditions and rules, to identify you when you contact Guardsman or the Insurer, to contact you with details of changes to the products you have bought, and send you marketing literature. If you do not wish to receive such information please contact Policy Administration at Guardsman on 01235 444747 or email [marketingoptout@guardsman.co.uk](mailto: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 access the information that is held on you, if you wish to see your information please write to the respective companies at the addresses set out in section 1., there may be a small charge for this. You have the right to receive information about your stored data and subject to further conditions, the right to correction, deletion or blocking of your data. You may at any time refuse permission for your data to be used.

Request a LARGE PRINT version of these terms & conditions by visiting  
[www.guardsman.co.uk](http://www.guardsman.co.uk) or calling 01235 444 747.