Furniture Protection Certificate of Insurance

Insured:

Certificate No:

What is covered:

Dear Policyholder

This policy wording confirms that, in return for the premium **you** have paid and subject to the terms and conditions of this policy, **you** have a contract of insurance with the **Insurer**, Novus Underwriting Limited on behalf of Helvetia Global Solutions Ltd, UK Branch who agree to meet the type of claims set out above under 'What is Covered', that are made by the **insured** for the **products** occurring during the **period of cover**.

Your policy does not cover every eventuality. Please read the Terms and Conditions carefully for full details of what is covered, what is not covered and how to make a claim. This document contains all the Terms and Conditions which apply to this policy. If **you** have existing policies that give the same cover elsewhere, **you** will need to consider whether **you** may be paying for duplicate cover.

How to claim: Online at claim.castelangroup.com or call 01934 416 614

Policy Details:

IMPORTANT: If the actual delivery date of **your product** differs to that shown on this Certificate of Insurance, please notify the **administrator** at the point of claim or by emailing mypolicy@castelangroup.com quoting **your** Certificate Number and the actual delivery date of **your product**.

DEMANDS AND NEEDS: This insurance policy meets the demands and needs of those who wish to insure their **product** against **accidental staining**, **accidental damage** and **structural defects** for the **period of cover**.

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Terms and Conditions

INTENTION OF THIS INSURANCE

The intention of this insurance policy is to provide cover for specific individual accidental events that result in staining or damage to **your** new **product**. It is not a general cleaning or maintenance contract. As such, cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time or is from normal everyday use. Furthermore, this insurance policy will also provide cover for **structural defects** or faults found outside of the manufacturer's guarantee period but are not as a result of **wear and tear** through use of the **product**.

You and **your** family must take all reasonable precautions to safeguard the **product** and to avoid damage to it. This includes, but is not limited to, ensuring that the **product** is maintained in accordance with the manufacturer's instructions. If **you** fail to do so any claim **you** make may be rejected by the **administrator**.

INTRODUCTION

Accidental staining, **accidental damage** and **structural defects** insurance policy is arranged and administered by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Global Solutions Ltd, UK Branch.

Castelan Limited is registered in England and Wales under Company No. 7637133, with its registered office address at Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Castelan Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 572287).

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH. Novus Underwriting Limited is an appointed representative of Consilium Insurance Broker Ltd, which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306080).

Helvetia Global Solutions Ltd, UK Branch is registered under UK establishment number BR024650, 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number FL-0002.191.799-9, registered office Äulestrasse 60, FL-9490, Vaduz, Liechtenstein. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (Firm Reference Number 454140).

The authorisation details of each firm can be checked on the Financial Services Register at https://register.fca.org.uk/ or by calling 0800 111 6768.

As the retailer ultimately acts as agent for the **insurer** under a delegated authority, monies paid to (or held by) the retailer in relation to the insurance contract are treated as having been paid to (or held by) the **insurer**

HOW TO CLAIM

The easiest way to register **your** claim is online at claim.castelangroup.com. **You** can also call the **administrator** on 01934 416 614. Any claim should be made as soon as possible, but no longer than 28 days after noticing the damage. For more information, please see section 6 'Claim Process'.

1 DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold.

Accidental damage: A sudden and unforeseen accidental event resulting in damage to the **product**(s) not otherwise excluded under this policy.

Accidental staining: A sudden and unforeseen accidental event, resulting in a stain to the **product**(s) not otherwise excluded under this policy.

Administrator: Castelan Limited, appointed to administer this insurance policy on behalf of the **insurer**.

Data Controller: The **insurer** and **administrator**, who each determine the purposes and means of processing **your** personal data.

Insured, **you**, **your**: The person or persons whose name and address is shown under the '**Insured**' section on **your** Certificate of Insurance.

Insurer, **our**, **us**, **we**: Novus Underwriting Limited on behalf of Helvetia Global Solutions Ltd, UK Branch.

Period of cover: The period specified in the 'Policy Details' section on **your** Certificate of Insurance.

Product, **products**: The item(s) detailed under the 'Policy Details' section on **your** Certificate of Insurance.

Structural defects: Faults found outside of the manufacturer's guarantee period that have occurred due to faulty or defective components not otherwise excluded under this policy.

Wear and tear: The gradual deterioration associated with normal use and age of the **product**.

2 ELIGIBILITY

You are eligible to take out this policy if **you** meet all of the following criteria:

- **you** are 18 or older at the date of purchase;
- **you** are resident in the UK, Channel Islands or Isle of Man;
- the price of the **product**(s) purchased has a value of no more than £20,000;
- the **product**(s) must be used for **your** own domestic purposes; and
- the **product**(s) must be new at the start date of this policy and free from damage.

3 PERIOD OF COVER

i) **Your** cover for **accidental staining** and **accidental damage** will start from the date shown in the 'Policy Details' section on **your** Certificate of Insurance.

ii) **Your** cover for **structural defects** will start following the expiry of the manufacturer's guarantee.

iii) **Your** insurance terminates as soon as any of the following events occur:

a) **your** policy expires on the date shown in the 'Policy Details' section on **your** Certificate of Insurance; or

b) **you**, or anyone representing **you** defrauds or deliberately misleads **us** or the **administrator**; or

c) **your** claim has been settled by replacement, credit note or alternative settlement; or

d) the premium for this insurance is not paid; or

e) **you** modify the **product**; or

f) **you** or the **insurer** cancels the policy in accordance with section 8 'Cancellations and Refunds'.

It is **our** intention that this insurance cannot be renewed.

4 WHAT IS COVERED

i) Accidental staining and **accidental damage**

You are covered under this insurance policy for a sudden and unforeseen accidental event that results in staining or damage to **your product**.

Examples of claims that would be covered by this policy include:

- ✓ Yesterday, **you** tripped and spilt a drink and it has caused a stain on **your** footstool.
- ✓ Earlier today, whilst completing a crossword, **you** dropped **your** pen and it has marked **your** leather chair.
- ✓ Last night, **your** cat was startled and caused a scratch to the arm of **your** sofa.

These claims would be covered because they have happened suddenly.

Examples of claims that would not be covered by this policy include:

- × Over the past few months **you** have noticed that staining from food and drink has built up on **your** sofa.
- × Over time, **you** have noticed that the seat **you** most regularly use had changed colour because of dye transferring from **your** clothing.
- × Since owning **your** furniture, **your** dog has, on numerous occasions, caused multiple areas of damage.

These would not be covered because the damage or staining has built up over a period of time.

NOTE: Please report each claim as it happens. Cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time.

ii) Structural defects

You are covered under this insurance policy for defects or faults with **your product** found outside of the manufacturers guarantee period.

Examples of claims that would be covered by this policy include:

- ✓ Due to faulty wiring, the handset for the recliner mechanism no longer works.
- ✓ Due to a knot in the wood, the frame of the sofa has snapped.
- ✓ Due to poor workmanship during construction, the stitching has come undone.

These claims would be covered because they are faults with the **product**.

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Examples of claims that would not be covered by this policy include:

- × Over time, and through normal usage, the cushion interiors have lost their shape and support.
- × Due to the accumulation of natural bodily oils, the leather has started to crack or peel.
- × Since owning the furniture, **you** notice changes to the colour of **your** furniture especially in areas that are in regular use.

These would not be covered because the issue has arisen through normal use and wear.

NOTE: **Structural defects** arising during the manufacturer's guarantee must be reported to the retailer from whom **you** purchased **your product** and will be dealt with under the manufacturer's guarantee.

5 WHAT IS NOT COVERED

Any claim for or resulting from the following will not be covered:

1 Damage caused deliberately by **you** or any person;

2 Any damage resulting from **wear and tear**;

3 Any damage resulting from neglect, abuse, or misuse of the **product**;

4 The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding, water damage from leaking pipes or corrosion upon the **product**;

5 **Structural defects** in **products** manufactured with a defective design or specification and subject to a manufacturer recall;

6 Changes in colour or damage to any part of the **product** caused by sunlight, perspiration, natural hair and body oils or **wear and tear**;

7 The gradual accumulation of damage or staining, accidental or otherwise;

8 **Accidental staining** or **accidental damage** caused by the use of incorrect or inappropriate cleaning products or cleaning methods;

9 The removal of any odour unless caused by a stain covered by this insurance policy;

10 Any damage caused during delivery, assembly or disassembly of the **product**;

11 Damage caused by pets that has accumulated over a period of time;

12 Damage caused by any animal other than **your** pet(s);

13 Natural characteristics of leather such as brands, bites, tick marks and opened scars;

14 Costs, expenses or any other financial loss, such as loss of earnings, other than the cost **we** agree for cleaning, repairing or replacing the **product**;

15 Use of the **product** in business premises or in residential premises which **you** let or sublet;

16 Use of the **product** outside the United Kingdom, Channel Islands and the Isle of Man;

17 **Structural defects** first discovered before the expiry of the manufacturer's guarantee period;

18 Damage not consistent with the original claim or misrepresentation of an occurrence;

19 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 usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;

20 Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion;

21 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.

6 CLAIM PROCESS

HOW TO MAKE A CLAIM

The easiest way to register **your** claim is online at claim.castelangroup.com. **You** can also call the **administrator** on 01934 416 614. Any claim should be made as soon as possible, but no longer than 28 days after noticing the damage. If **you** report a claim after 28 days **we** may not consider **your** claim. Claims outside of this timeframe will be considered on a case by case basis.

HOW WE WILL SETTLE CLAIMS:

Valid claims will be settled by cleaning or repairing the damaged **product**. If the **product** cannot be cleaned or repaired, **we** will provide a replacement or an alternative settlement.

CLEANING:

In the event of a claim for **accidental staining**, the **administrator's** first response may be the despatch of a specialist cleaning product for **you** to use on the stain. If the cleaning product is unsuccessful in removing the stain, please follow the instructions provided with the cleaning product. The **administrator** may then arrange for an inspection of **your product** to decide upon the most economical method of settling **your** claim, which may involve **us** completing a repair.

REPAIRS:

Our technicians carry with them most of the equipment needed to complete cleaning or repairs in **your** home on **our** first visit, but on occasion **we** will need to order parts to complete the repair. Where leather and fabric parts are ordered it is important to note that over time the colour, shade and appearance of **your product** is likely to change and therefore, in the event new parts are required, **we** will supply them based on the original appearance of **your product**. Wherever possible **we** will try and limit any differences but **our** liability is to repair the **product** based on the original specification. **We** may decide to offer **you** the option of a cash settlement to the value of **our** repairs, in lieu of any repairs being carried out.

You can make an unlimited number of claims for cleaning and repairs, however at **our** discretion **we** may decide that cleaning or repairing **your product** is not the most appropriate resolution and will settle **your** claim with a replacement or alternative settlement.

NOTE: If **we** arrange for a technician to attend **your** home to inspect the **product** and the technician is unable to gain access to the **product**, **you** will be responsible for the cost of the appointment before **we** will arrange for the technician to re-attend. The **administrator's** standard missed appointment fee is £20.

REPLACEMENT OR ALTERNATIVE SETTLEMENT:

If **we** are not able to clean or repair the damaged **product** satisfactorily **we** will arrange for a replacement product of the same specification. If this is not possible **we** will arrange an alternative settlement the value of which will be limited to the value **you** paid for **your product** and will be in the form of a credit note or reselection form to be used at the retailer where **you** originally purchased **your product**. If it is not possible to use this retailer, **we** will arrange for the credit note or reselection form to be used at an alternative retailer of **our** choice.

If **we** provide **you** with a replacement or alternative settlement, **we** reserve the right to take sole ownership of the damaged **product**. If **we** choose to take ownership, the damaged **product** will be collected from **you** following the provision of the alternative settlement. If **we** choose not to collect the damaged **product**, the ownership of it and the responsibility for it (including disposing of it) will remain solely with **you**.

Where items are non-integral and therefore easily separated, such as a sideboard and chest of drawers, mattresses and bed frames, arm caps, scatter cushions and other accessories, they are treated as separate **products** in the event of a claim.

7 FRAUDULENT CLAIMS

You must not act in a fraudulent manner. If **you** (or anyone acting for **you**):

i) make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect;

ii) make a statement in support of a claim knowing the statement to be false in any respect;

iii) submit a document in support of a claim knowing the document to be forged or false in any respect; and/or

iv) make a claim in respect of any loss or damage caused by **your** wilful act;

We may:

a) not pay the claim or any other claim made under the insurance;

b) declare the insurance void and not make any return of premium;

c) be entitled to recover from **you** the amount of any claim already paid under the insurance; and/or

d) inform the police of the circumstances.

8 CANCELLATION AND REFUNDS

You have 14 days from receipt of these terms and conditions in which to cancel this insurance policy if, for any reason, **you** decide that it does not meet **your** demands and needs.

To cancel this insurance policy, please return to the retailer where **you** bought this insurance policy together with **your** Certificate of Insurance and proof of purchase. On the condition that no claims have been made, or are pending, the retailer will refund **your** premium in full.

No refund of premium will be made if **you** have made a claim, if a claim is pending or if **you** cancel this insurance policy after 14 days from receipt of this insurance policy.

The **insurer** 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:

a) Fraud

b) Non-payment of premium

c) Threatening and abusive behaviour

d) Non-compliance with policy terms & conditions

e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Provided the premium has been paid in full, **you** will be entitled to a pro rata refund of premium paid for the insurance policy based on the number of full months remaining on the **period of cover** less the value of any claims made under the insurance policy.

9 GENERAL ADMINISTRATION TERMS AND CONDITIONS

i) The **administrator** will administer **your** insurance policy and settle all claims in accordance with these terms and conditions.

ii) **You** are responsible for informing the **administrator** of a change of **your** address by emailing mypolicy@castelangroup.com.

iii) **You** cannot transfer this insurance policy to another person.

iv) This insurance policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or Wales.

v) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.

vi) When **your** cover under the insurance policy ends, it will not have a cash or surrender value.

vii) **We** may amend these Terms and Conditions for legal or regulatory reasons. Where this change benefits **you**, **we** will make the change immediately and notify **you** of the change within 28 days. In all other cases **we** will write to advise **you** of the change at least 28 days prior to any change taking effect. If **you** wish to cancel **your** policy, **you** may cancel it and **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** after the value of any claim(s) have been deducted, where applicable.

10 COMPLAINTS PROCEDURE

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** have a complaint about how **your** claim has been handled, or how **your** policy has been administered, please contact the **administrator** by email at customercare@castelangroup.com or by telephone on 01934 416 614 or by writing to: Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom. In some cases the **administrator** may refer **your** complaint to Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London EC3M 7AT. Email: complaints@novusunderwriting.com

If **your** complaint is about the sale of this insurance policy the **administrator** may refer **you** to the retailer from whom it was purchased.

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, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0300 123 9 123 or visit www.financial-ombudsman.org.uk. 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.

11 FINANCIAL SERVICES COMPENSATION SCHEME

Helvetia Global Solutions Ltd, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Helvetia Global Solutions Ltd, UK Branch 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. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY.

12 DATA PROTECTION

We and the **administrator** are Data Controllers (as defined by the General Data Protection Regulations) for the data **you** provide to **us**. **We** and the **administrator** need to use **your** data in order to arrange **your** insurance and associated products.

We and the **administrator** may collect personal information about **you**, including:

- Name, address, contact details
- Financial information such as bank details
- Details of any claim

We and the **administrator** may also collect sensitive personal information about **your** health where **we** consider a change to **our** procedures will likely provide **you** with a better customer outcome. This will only be collected with **your** consent.

You are obliged to provide information without which **we** and the **administrator** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by the **insurer** in relation to **your** insurance cover. It may be used by **our** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover. It may be held by the **administrator** for administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We, the **administrator** and other organisations may use these records to:

a. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household

b. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies

c. Check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity.

We and the **administrator** process all data in the **UK**, where either need to disclose data to parties outside the **UK**, **we** and the **administrator** will use appropriate safeguards to ensure the privacy of **your** data during such transfers. In the event that **your** data needs to be transferred back to **us** and the **administrator** from parties outside of the **UK**, then similar appropriate safeguards will be in place. In order to protect **our** legal position, **we** and will retain **your** data for a minimum of 7 years. The **administrator** will retain **your** data for the duration of **your** policy and a period of 5 years afterwards. **We** and the **administrator** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under GDPR legislation, **you** can ask **us** and the **administrator** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** and the **administrator's** need to hold data for legal reasons). **We** and the **administrator** will not make **your** personal details available to any companies to use for their own marketing purposes.

If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly **you** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

For more information about how the **administrator** uses **your** data, please see the **administrator's** privacy notice at www.castelangroup.com /privacy-notice.

For more information about how the **insurer** uses **your** data, please see the **insurer's** privacy notice at www.micinsurance.net/en/privacy-policy-and-terms-of-use

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