

PREMIERCARE for furniture Certificate of Insurance

Insured:

Certificate No:

What is covered:

This is to certify that in return for the premium shown on **your** sales receipt or invoice and subject to the Terms and Conditions of this Certificate of Insurance, UK General Insurance Ltd, on behalf of Ageas Insurance Limited and the appointed **administrator**, Castelan Limited, agree to meet claims by the **insured** for the **products** shown under 'What is covered' above occurring during the Period of Insurance.

Your Certificate 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 insurance.

Claims Number: 01934 416 614 or online at claim.castelanguroup.com

Product(s) covered

INTRODUCTION

Accidental staining, accidental damage and structural defects insurance is arranged by Castelan Limited with UK General Insurance Limited on behalf of: Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Castelan Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

TERMS AND CONDITIONS

Please read this document carefully as there are conditions and exclusions which limit **your** cover, **we** do not wish you to discover after an incident has occurred that you are not **insured**. If you have any queries, please call the **administrator** on 01934 416 614.

HOW TO CLAIM

Telephone the **administrator** on 01934 416 614 or register **your** claim online at claim.castelanguroup.com within 72 hours of discovering the damage. The **administrator** will then decide if **your** claim meets the criteria stated in this Certificate. The **administrator** may inspect the **product** to help them assess **your** claim and may require you to complete a claim form. **We** use highly skilled and experienced engineers to assess the **product** and the **administrator** will act on the advice of the engineer when assessing whether any claim is valid, and selecting the most appropriate method of settlement.

1 DEFINITIONS

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

i) Definitions of cover types:

Accidental damage: The sudden and unforeseen damage to the **product(s)** not otherwise excluded under this policy.

Accidental staining: The sudden and unforeseen contact between the **product(s)** and a substance resulting in a stain to the **product(s)** not otherwise excluded under this policy.

Structural defects: Faults found outside of the manufacturers guarantee period that have occurred due to faulty or defective components.

ii) Definitions of coverage:

Administrator: Castelan Limited, appointed to administer this insurance on behalf of the **insurer**. Their registered address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Registered number: 7637133.

Cabinet furniture: Dining, bedroom, home office and occasional furniture.

Child: For the purposes of this policy, a **child** is defined as a minor of 12 years or less.

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

Insurer, our, us, we: UK General Insurance Limited on behalf of Ageas Insurance Limited.

Leather: a material made from the skin of an animal or artificially man made substitute.

Maximum liability: You are covered for cleaning, repairs or replacement up to a maximum of £15,000 or up to the original purchase price of the damaged **product** whichever is lower in settling any one claim or all claims in total made during the **period of cover**.

Period of cover: the period specified on the front of this Certificate of Insurance.

Product, products: The item(s) detailed under 'PRODUCT(S) COVERED' shown on the front of this Certificate of Insurance.

Transit damage: Damage caused to the **product** when it is moved between properties.

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

2 PERIOD OF COVER

i) **Your** insurance for **accidental staining** and **accidental damage** will start from the date shown on the front of this Certificate of Insurance;

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

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

- Your** policy expires;
- You**, or anyone representing **you** defrauds or deliberately misleads **us** or the **administrator**; or
- The **maximum liability** is reached (as stated above) ; or
- Your** claim has been settled by credit note or cash settlement; or
- The premium for this insurance is not paid; or
- You** modify the **product**.

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

3 ADMINISTRATION TERMS AND CONDITIONS

i) The **administrator** will arrange and administer **your** insurance, cover and settle all claims in accordance with the service standards provided by this insurance.

ii) **You** are responsible for informing the **administrator** of a change of **your** address by phoning 01934 416 614 or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.

iii) **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party, against whom **you** have a legal right of action.

iv) **We** may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the **product**. 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. Where the changes do not benefit **you** and if **you** wish to terminate **your** policy, **you** may terminate **your** cover and **we** will refund **your** premium for the remainder of the **period of cover** shown on **your** Certificate of Insurance, unless a claim has been made.

4 WHAT IS COVERED

Each cover type described below only applies if **you** have paid the appropriate premium and is shown on the front of this Certificate of Insurance within the section 'What is Covered'.

i) STAINING TREATED

Accidental staining from any substance subject to the application of a pre-approved fabric protector.

ii) STAINING UNTREATED

- Accidental staining** from any substance except corrosive substances and bleach to fabric, cabinet furniture, carpet and beds: Without the application of a pre-approved fabric protector.
- Leather: Accidental staining** from any substance.

NOTE: Fabric and **leather** is limited to cover for sudden and accidental dye transfer from newspaper print and/or clothing only.

iii) ACCIDENTAL DAMAGE

- Fabric and beds: **Accidental damage** resulting in a:
 - Rip or tear; • Burn.
- Leather: Accidental damage** resulting in a:
 - Rip or tear; • Burn;
 - Scratch; • Puncture;
 - Scuff.
- Cabinet furniture: Accidental damage** resulting in a:
 - Dent; • Burn;
 - Chip; • Scratch;
 - Heat ring(s); • Breakage of glass components.

Accidental staining and accidental damage: Pet damage and deliberate damage by a **child** are limited to only one incident each during the **period of cover**.

Please note that this policy provides cover for specific accidental events and staining and 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.

iv) STRUCTURAL DEFECTS

Structural defects limited to:

- Breakage or separation of frame components, • Warping,
- Breaking or bending of metal mechanisms or other metal components,
- Defective mechanical and electrical recliner mechanisms,
- Cushion Interiors and webbing, • Fascias,
- Broken zips, • Broken castors,
- Peeling of **leather** and peeling/lifting of veneer, • Unstitching of buttons or failure of any stitching.

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 valid:

- Damage caused deliberately by any person or **child** other than the first incident of deliberate damage by a **child** covered under this insurance;
- Any damage resulting from **wear and tear**;
- Neglect, abuse, or misuse of the **product**;
- The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**;
- Structural defects in **products** manufactured with a defective design or specification;
- Changes in colour of any part of the **product** caused by sunlight, perspiration; natural hair and body oils or **wear and tear**;
- The gradual accumulation of stains or dye transfer;
- Accidental staining** or **accidental damage** to **products** used in a food preparation area;
- Accidental staining** or **accidental damage** caused by the use of incorrect or inappropriate cleaning **products** or cleaning methods;
- The removal of any odour even where caused by a stain;
- Any **transit damage**;
- Damage caused by pets after the first incident of pet damage covered under this insurance, (except **accidental staining** caused by pet fluids);
- Damage caused by any animal other than **your** pet(s).

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; and

17 Structural defects first discovered before the expiry of the manufacturer's guarantee.

6 CLAIM PROCESS

For details on how to make a claim please see the front of this certificate.

HOW WE WILL SETTLE CLAIMS: Valid claims will be settled by cleaning, repairing or replacing the damaged **product**. If a repair can be made, it must be considered prior to a replacement being considered. Neither the value of repairs or replacement shall exceed the **maximum liability**.

Where **we** are not able to clean, repair or replace the damaged **product** satisfactorily **we** will issue a credit note for use at the same retailer from which **you** originally purchased the **product** or if the retailer has ceased to trade or has moved, **we** will issue a credit note for use at a similar retailer of **our** choice that is local to **you**.

We may choose to provide an offer of cash settlement in lieu of replacement, this will be lower than the value of the credit note and takes into account any discounts **we** may have received by issuing a credit note. The damaged **product** will remain **your** property in its current condition.

The value of the credit note will be the amount **you** paid for the **product** less any previous claim costs, subject to the **maximum liability**. Where items are non-integral and therefore easily separated, such as a mattress and base or arm caps, scatter cushions and other accessories, they are treated as separate **products** in the event of a claim.

If **your** claim is settled by credit note **we** reserve the right to take sole ownership of the defective **product**. If **we** choose to take ownership, the defective **product** will be collected following the delivery of the replacement **product**.

If **we** choose not to collect the defective **product** as above, the ownership of it and the responsibility for it will remain solely with **you**.

UK General Insurance Limited is an agent of Ageas Insurance Limited and in the matter of a claim act on their behalf.

7 FRAUDULENT CLAIMS

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

- Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect;
- Make a statement in support of a claim knowing the statement to be false in any respect;
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **your** wilful act;

We:

- Will not pay the claim or any other claim made under the insurance;
- Will declare the insurance void and not make any return of premium;
- Will be entitled to recover from **you** the amount of any claim already paid under the insurance; and
- May inform the police of the circumstances.

8 CANCELLATION AND REFUNDS

Cancellation: **You** may cancel this insurance and obtain a full refund of premium paid by returning **your** Certificate of Insurance within 14 days from receipt of **your** Certificate, to Insurance Department, Freemans Grattans Holdings, 66-70 Vicar Lane, Bradford, BD99 2XG, email: insurance@fgh-uk.com, telephone: 0333 200 8068. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full. No refund of premium will be made if **you** have made a claim or if **you** cancel the policy after 14 days from receipt of **your** Certificate.

The **insurer** shall not be bound to accept renewal of any insurance and 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:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms & conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

9 CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
 - to make sure that all information supplied as part of **your** application for cover is true and correct;
 - tell **us** of any changes to the answers **you** have given as soon as possible.
- Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

10 GENERAL TERMS AND CONDITIONS

- You** cannot transfer this Certificate of Insurance to another person;
- You** and **your** family must take all reasonable precautions to safeguard the **product** and to avoid loss or 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**;
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
- To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
- When **your** cover under the policy ends it will not have a cash or surrender value;

11 COMPLAINTS PROCEDURE

If **you** have a complaint, in the first instance please phone: 01934 416 614 or email: customer.care@castelanguroup.com or write to: Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 04146

If **your** complaint cannot be resolved by the end of the next working day, the **administrator** will pass it to The Customer Relations Manager, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 0113 272 9088. 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: 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.

12 FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited are 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

13 HOW WE USE YOUR INFORMATION

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. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. The Castelan group of companies and its selected partners may use **your** data for the purposes of training, testing, quality control, research and statistical analysis. The Castelan group of companies may also use **your** data to keep **you** informed by post or telephone of any **products** or services which they consider may be of interest to **you**. If **you** do not want to receive such information please write to the Castelan Limited address above marking the communication 'For the attention of the Data Protection Officer, Customer Relations Department'. To help keep **your** information accurate and up to date **we** may use information from selected third parties. Upon payment of a small administration fee **you** have the right (subject to certain limited exceptions) to access and, if necessary, rectify information held about **you**. If **you** do wish to make such an inspection please write to Castelan Limited, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY marking any correspondence 'For the attention of the Data Protection Officer, Customer Relations Department'.