

Furniture Insurance Terms and Conditions

1. INTRODUCTION

These Terms and Conditions in connection with **Your Certificate of Insurance** prove **You** have chosen protection under the Furniture Insurance scheme and that **You** will be protected by it provided the relevant insurance premium(s) are paid, certain exclusions apply.

Your Product will be covered from the **Starting Date** to the **End date** by the Policy.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading MEANING OF WORDS. Whenever these words are shown in **bold type**, they have these special meanings; otherwise, they have their ordinary everyday meanings. This Policy is provided by London General Insurance Company Limited, the **Insurer**. Please note that **We, Us** or **Our** refers to the Policy Administrator which is Shop Direct Finance Company Limited (SDFC), Shop Direct Home Shopping Limited (SDHS) acts as the **Selling Agent** in respect of this Policy. Claims are dealt with by TWG Services Limited (**TWG**).

The Policy shows the details of the benefit provided to **You** covering the cost of **Accidental Damage**, and **Structural Defects** to **Your Product**. Part 4 explains the benefits of the Policy. The circumstances where **You** cannot claim are listed in Part 8. Certain general information about **Your** Policy is listed in Part 10.

Customers with additional requirements

This policy is also available in large print, audio and Braille. If you require any of these formats please contact Insurance Customer Services on 0844 822 4676. If **You** have hearing or speech difficulties **You** can text telephone **Us** on 0844 822 4676. **We** will be happy to supply **You** with a copy.

2. ELIGIBILITY

You are eligible to take out protection if:

- at the **Date of Purchase** **You** are over 18 years old; and
- the **Product** is eligible for Furniture Insurance and was purchased by **You** from a **Catalogue** published by SDHS.

3. MEANING OF WORDS

Accidental Damage

Damage resulting from an unforeseen and sudden incident, which is accidental in nature including **staining, rips, tears or burns**.

Administrator

Shop Direct Finance Company Limited (SDFC), Aintree Innovation Centre, Park Lane, Neithorpe, Bootle, L30 1SL (Company Registration Number 04660974).

Catalogue

All Catalogues (including supplements, inserts or websites) published by Shop Direct Home Shopping Limited (SDHS).

Certificate of Insurance

The document confirming **Your** cover under this Policy.

Cracking of Leather

The loss of the cosmetic surface through drying out and fragmentation.

Date of Purchase

The date on which **You** purchased the **Product(s)**, as detailed on **Your** original account statement.

Decorative Features

Non-integral parts of frame work e.g. fascias, tassels, piping, buttons.

Foam

Cellular solid structural material used as interior for cushions.

Insurer

London General Insurance Company Limited, Floor 2, Integra House, Vicarage Road, Egham, Surrey TW20 9JZ, authorised and regulated by the Financial Services Authority (Company Registration Number 1865673).

Lifting and Peeling of Leather

A defect between the cosmetic surface and the hide which causes a lifting/bubbling effect.

Product

The furniture item, purchased by **You** from a SDHS Catalogue and which **You** have chosen to insure under this Policy.

Purchase Price

The amount paid by **You** to purchase the **Product** at the **Date of Purchase** excluding any credit charges, interest charges or insurance costs, as detailed on **Your** original Account Statement

Rips, Tears or Burns

Rips, tears or burns resulting from unforeseen and sudden damage which is accidental in nature. Burns shall mean damage from contact with a heat source that is alight.

Scorching

Damage from contact with a heat source which is not alight, which includes (but is not limited to) scorching of **Products** due to contact with radiators, or heat rings caused through contact with a heat source.

Selling Agent

Shop Direct Home Shopping Limited (SDHS) of First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. (Company Registration Number 04663281).

Splitting of Leather

Separation of / or damage to leather, resulting from but not limited to wear and tear or defective hide.

Staining

Accidental staining of the **Product** as a result of a single sudden and unforeseen spillage or incident involving the substances listed in section 4 a) only resulting in the covering fabric being dirtied.

Structural Defects

Defects relating to the structure of the **Product**.

Territorial Limits

Mainland United Kingdom, Northern Ireland, Channel Islands and Isle of Man.

TWG

The claims administrator: TWG Services Limited (TWG), The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF (Company Registration Number 1883565).

We/Us/Our

The administrator, Shop Direct Finance Company Limited (SDFC).

You/Your

The individual named on the **Certificate of Insurance**, who is the owner of the **Product**, has applied for the insurance and has agreed to pay the premium under this Policy.

4. WHAT IS COVERED

This Policy will provide cover to **You** during the period of insurance in respect of the contingencies described below.

a) Structural Defects

Repairs or the cost of repairs to the affected area only in the event of warping and separation of frame components, excessive loss of normal resilience of **Foam** cushions, breakage or bending of metal components, defective or faulty recliner/sleeper mechanisms or swivel/rocker bases, malfunctioning or broken zips, damaged seam stitching, damaged or broken springs or webbing, displaced or broken staples. **Lifting and Peeling of Leather**.

b) Accidental Damage

The repair or the cost of repair to the affected area is covered in the event of accidental damage such as:

- Scratches, watermarks, heat rings or breakage of glass components
- **Staining**
- **Rips, Tears or Burns**.
- Accidental Damage to the structure of the item

In the event of **Staining**, this policy will cover the cost of cleaning the **Product** in the event of a stain resulting from an unforeseen and sudden incident to the covering fabric from oil foodstuffs, hot and cold beverages and alcohol, human and animal bodily fluids, cosmetics, glues, superglue, tar, bathroom soaps and shampoos, ink spots, wax and wax polish, silicone polish, shoe polish and paint transfer from clothing.

5. PERIOD OF COVER

- Structural Defects:** Cover starts 12 months from the date of delivery of the **Product**, as detailed on **Your Certificate of Insurance**, for up to 24 months thereafter. **Structural Defects** within the manufacturer's guarantee are not covered by this insurance.
- Accidental Damage:** Cover starts from the date of delivery of the **Product**, as detailed on **Your Certificate of Insurance**, for up to a maximum of 3 years.

The term of policy **You** have chosen will be detailed on Your Certificate of Insurance.

6. HOW TO CLAIM

- For **Structural Defect** claims within the manufacturers guarantee contact **Your Catalogue's** Customer Services Team.
- In the event of all other potential claims contact **TWG** immediately on 0844 871 0991 with the following information:
 - **Your** name, address and postcode.
 - **Your** telephone numbers (home and work).
 - Details of **Your Product**.
 - **Your Certificate of Insurance** Number.
 - A summary of the problem and how it occurred.
- Upon contacting **TWG**, **You** will then be advised of the repair procedure and any actions **You** may be required to take.

7. CLAIMS CONDITIONS

- You** must avoid contact with the damaged area as this could aggravate the situation.
- Any claims arising due to **Staining** must be reported to **TWG** within 24 hours on 0844 871 0991. Any claims arising due to **Structural Defects** or **Accidental Damage** (other than **Staining**) must be reported to **TWG** within 5 days or as soon as is reasonably possible on 0844 871 0991. Failure to adhere to the above may result in **Your** claim being declined.
- TWG** shall administer all claims on behalf of the **Insurer**. No repair or replacement may be carried out without the prior approval of **TWG**.
- At the time of claim, **TWG** must receive evidence of the purchase of the **Product** by **You**. Such evidence must include the original or clear bona fide copy of the original SDHS purchase receipt. Should **You** fail to provide **Us** or **TWG** with the necessary information, this may delay the processing of or invalidate **Your** claim.
- You** must retain the **Product** in the event of a claim inspection by the repairer, otherwise **TWG** may be unable to deal with **Your** claim.
- If **You** receive a replacement item, **TWG** may take possession of the original **Product** and dispose of it. If **TWG** choose not to take possession of the **Product**, **TWG** will not be responsible for any disposal charges.

8. WHAT THIS POLICY DOES NOT COVER

The **Insurer** shall not be liable for any cost whatsoever arising from or attributable to:-

- Failure to comply with **Our**, **TWG's** or the manufacturer's instructions for care, whether by **You** or by any other person.
- Any cleaning agents or processes applied and/or the use of cleaning or care agents or accessories which have not been approved by **Us**, **TWG** or the **Insurer**.
- Negligent or reckless use or willful abuse or misuse of the **Product**.
- Any contingency not specifically provided for in these terms and conditions, including but not limited to fire, theft, flood, lightning, explosion, burst pipe, all dyes including turmeric (food dyes other than turmeric are covered), bleach, corrosives, acid, caustic soda, mineral oils, medication, dye transfer, indelible ink, drawings or scribble.
- Scorching** or any related damage including ring marks on leather caused by a heat source such as a hot plate or cup.
- The action of sunlight, fading or gradually operating causes (including but not limited to pile shading), wind, weather, rust or corrosion, colour loss, expansion or shrinkage of furniture components.
- Denting, puncturing or **Splitting of Leather** or denting, puncturing or splitting of covering fabric.
- Cracking of Leather**.
- General soiling or wear and tear from everyday use, routine service, inspection or maintenance including general cleaning of the **Product** or any part of the **Product**, adjustment and any loss or damage arising therefrom or lightening from any cleaning process.
- Staining** not reported within 24 hours. **Structural Defects** or **Accidental Damage** (other than **Staining**) not reported within 5 days or as soon as is reasonably possible.
- Repairs to / or replacement of knobs, handles, wheels and other fittings including **Decorative Features**.
- Any repairs, maintenance or cleaning whatsoever unless agreed by **Us** or carried out by agents authorised by **TWG**.
- Removal or reinstallation of a **Product**.
- Damage due to use of the **Product** other than for private and domestic purposes.
- The removal of odours or any resulting or consequential odour remaining on the **Product** once the stain has been treated.
- Any Loss resulting from events which are indirect or remote to the incident of **Staining, Structural Defects or Accidental Damage**.
- Any inherent weakness or fault present prior to the Policy commencement.
- Creasing of leather or natural characteristics of hide including but not limited to scarring or hair follicles.
- Cosmetic damage including, but not limited to scratches and abrasions.
- Damage due to vermin, birds, insects or pets (except household pet body fluids).
- Damage resulting from the actions of contracted service suppliers, such as plumbers, decorators etc.
- Damage caused during or as a result of residential relocation or household improvements, including decorating and paint / varnish spillage, and wood stain spillage.
- Damage to any **Product** which is used or stored outside, for example Garden furniture.
- Commercial use.

9. SETTLEMENT OPTIONS AND COVER LIMITS

The **Insurer** may, at their discretion, indemnify **You** by:

- repair of the **Product**; or
- if **TWG** deem the **Product** uneconomical to repair, at **TWG's** discretion, **You** will be provided with a replacement product of identical (if available) or equivalent specification. The cost of replacement will be limited to the original purchase price **You** paid for the **Product**; or if the damaged item is non-integral and therefore easily separated, **You** will only be provided with a replacement of that item only. In this instance, the cost of replacement will be limited to the purchase price of the replaced item only; or
- offer of a cash settlement. In the event that **TWG** offer a cash settlement the maximum amount payable will be limited to the original purchase price **You** paid for the **Product** less depreciation, or if the damaged item is non-integral and therefore easily separated, for the cost in relation to that item only.

Depreciation will be calculated at the following rates:

Products aged 12 to 24 Months = 20%
24 to 36 Months = 30%

The **Insurer** cannot guarantee an exact match of colour and pattern when cleaning, repairing or replacing any **Product** or part thereof. The **Insurer's** liability in such circumstances shall be limited to the reasonable endeavours of the authorised repairer. Cleaning is limited to spot cleaning of the damaged area and blending with the remainder of the upholstery.

10. GENERAL CONDITIONS

- This Policy is limited to **Products** purchased from the **Catalogue** used for private domestic purposes.
- Unless **We** agree otherwise:
 - the language of the policy and all communications relating to it will be English; and
 - all aspects of the policy, including negotiation and performance, is subject to English law and the decisions of English courts.
- You** shall at all times ensure that reasonable care is taken of the **Product** including but not limited to ensuring that the **Product** is properly maintained, regularly cleaned and serviced in accordance with the manufacturer's, **TWG's** or **Our** instructions.
- This insurance is limited to the **Territorial Limits**.
- If **You** are provided with a replacement item or a cash settlement the Policy shall cease and no further benefit shall be due. In the event that a replacement part of the **Product** is provided, the Policy shall end in respect of that replaced part only. In this event the replaced part will become the property of the **Insurer**, if they so choose.
- You** must inform **Us** immediately of any changes to **Your** details during the term of the Policy.
- Fraud: If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be terminated and **You** will forfeit all rights under this Policy. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under this Policy.
- This Policy cannot be transferred to anyone or any other product.
- We** and the **Insurer** reserve the right to cancel this Policy by giving **You** 30 days written notice.
- You** are advised that any telephone calls made to **Us**, **TWG** or the **Insurer** are recorded. These recordings are used to monitor the accuracy of information provided by their staff and their customers. They may be used to allow additional training to be provided to their staff or to prove that their procedures comply with legal requirements. Their staff are aware that conversations are recorded.
- The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request from **Us** or from the FSCS on 0207 892 7300 or online at enquiries@fscs.org.uk.
- In the event of an insurance claim, any information that **You** provide to **Us** may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.
- This policy may be renewed and **We** will write to you prior to any renewal offer.

11. CANCELLATION RIGHTS

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements, **You** can cancel it by advising **Us** in writing or by telephone within 45 days of receipt of these Terms and Conditions. The cover will then be cancelled and any premium **You** have paid will be returned to **You**, providing no claim has been made during this period. **You** may cancel the Policy at any other time after such 45 day period, but no refund of premium will be given. To cancel **Your** cover under this Policy please write to **Us** at Insurance Customer Services Sandringham House, Sandringham Avenue, Chelmsford. CM92 1LH or telephone **Us** on 0844 822 4676.

12. CUSTOMER EXCELLENCE

It is **Our** objective at all times to provide a first class service but there may be times when **You** feel that this has not been achieved.

For complaints relating to the selling of this Policy please write to the Selling Agent: SDHS Complaints Management Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH quoting **Your** Policy number.

For complaints relating to the administration of this Policy please write to **Us: Customer Excellence Team, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH**, quoting **Your** Policy number.

For complaints relating to the claims handling under this Policy please write to **TWG: Claims Manager, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF**. If **You** are not satisfied with the response **You** may write to the Administration Director at the same address.

For complaints relating to the terms of this contract please write to the **Insurer**: The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Managing Director of the insurance company at the same address.

If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction **You** may contact the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed. Please note that the rules and restrictions which the FOS are required to follow mean that there are certain types of dispute upon which the FOS cannot adjudicate, such as any complaint about the sale of this Policy by the **Selling Agent**.

None of the above affects any right of action **You** may have.

13. DATA PROTECTION

In respect of information passed to both of them, the **Selling Agent** and the **Insurer** are joint data controllers within the meaning of the Data Protection Act 1998. In respect of information passed solely to either party, the receiving party acts as a data controller.

The details **You** supply will be stored and used by the **Selling Agent** and **Us** to administer **Your** insurance. **TWG** to handle **Your** claim and the **Insurer** in respect of underwriting **Your** insurance cover. **We** and **TWG** will act as data processors. **Your** personal details may be transferred outside the EU.

They will at all times be held securely and handled with the utmost care in accordance with all principles of the English law. In addition to collecting, holding and processing data itself, the **Selling Agent** will pass data to other companies within the Shop Direct group of companies. The **Selling Agent** may contact **You** about other products and services. If **You** would prefer not to receive this information please contact the Data Protection Unit, Shop Direct Home Shopping Limited, Customer Services Department, Insurance Customer Services Sandringham House, Sandringham Avenue, Chelmsford. CM92 1LH or telephone **Us** on 0844 822 4676. **Your** details will not be kept for longer than necessary.