

FURNITURE INSURANCE POLICY

These terms and conditions, together with your Certificate of Insurance, form your furniture insurance policy. Please read these documents carefully to make sure this policy is right for you. You may also wish to review this policy periodically to ensure it continues to meet your requirements.

This is a contract of insurance between you (as the “**Insured Policy Holder**” named on the Certificate of Insurance), and London General Insurance Company Limited (“**Insurer**”). Shop Direct Home Shopping Limited (“**SDHS**”) has been appointed by the Insurer to arrange your policy. Shop Direct Finance Company Limited (“**SDFC**”) has been appointed by the Insurer to administer your policy (including processing your premium payments and dealing with cancellations). TWG Services Limited (“**TWG**”) has been appointed by the Insurer to handle claims about your policy. References to “**we/us/our**” throughout this policy relate to the Insurer, SDFC, SDHS and TWG.

Your policy provides cover against structural defects and accidental damage to the furniture detailed on your Certificate of Insurance (“**Insured Item**”). Please note that having this insurance policy does not mean that you should not take care of your Insured Item. Please refer to section 3 “**What your policy does not cover?**” for further information.

This product meets the demands and needs of those who wish to ensure that their furniture, purchased in connection with this Furniture Insurance policy, is protected against accidental and structural damage for a period of three years.

If you have any questions, please refer to section 7 “**Making an Enquiry or Complaint**” of this policy about how to contact us.

1. Who is Eligible for this Policy?

You are eligible to take out this insurance policy if you can satisfy **ALL** of the following conditions:

- you are over 18 years old at the date of purchase
- you are resident in the United Kingdom (which excludes the Isle of Man, Jersey and the Channel Islands) (“**UK**”)
- the Insured Item was purchased from SDHS

2. What does your policy cover?

Risks you are covered for	Benefits you receive
<p>The Insured item named on your Certificate of Insurance is covered against:</p> <ul style="list-style-type: none"> • Structural Damage • Accidental Damage 	<p>Structural Damage If your Insured Item develops a structural defect after the expiry of the manufacturer’s warranty we will</p> <ul style="list-style-type: none"> • repair the Insured Item (where possible); or • replace it with a product of identical specification as the one listed on your Certificate of Insurance. If we cannot do this, you will be given a choice of models with an equivalent specification. <p>Accidental Damage If your Insured Item is accidentally damaged during the term of the policy we will</p> <ol style="list-style-type: none"> 1. clean the Insured Item (where possible); 2. repair the Insured Item (where possible); or 3. replace it with a product of identical specification as the one listed on your Certificate of Insurance. If we cannot do this, you will be given a choice of models with an equivalent specification <p>Where a repair or replacement is not possible, we will contact you to discuss an alternative claim settlement. The value of the alternative claim settlement will be limited to the original purchase price of the Insured Item.</p>
Important Points	Description
Structural Damage	<p>Examples of what we would consider to be structural damage include (but are not limited to):</p> <ul style="list-style-type: none"> • Warping and separation of the frame • Foam cushion losing the ability to support • Breakage or bending of metal parts • Faulty recliner/sleep mechanism or swivel/rocker bases • Faulty zips • Damaged seam stitching • Damaged or broken springs or webbing • Displaced or broken staples • Lifting and peeling of leather • Peeling of veneer • Damaged or broken slats • Damaged or broken decorative features e.g. beading
Accidental Damage	<p>Examples of what we would consider to be accidental damage include (but are not limited to):</p> <ul style="list-style-type: none"> • Scratches, watermarks, heat rings or breakage of glass • Staining • Rips, tears or burns • Accidental damage to the Insured Item’s structure
Repairs	<p>We cannot guarantee an exact match of colour and/or pattern when cleaning or repairing the Insured Item. Cleaning is limited to spot cleaning of the damaged area only and blending it with the remainder of the upholstery. We may decide that it is uneconomical to repair the Insured Item and instead offer you a replacement.</p>
Replacement	<p>The value of a replacement will be limited to the current retail price of the Insured Item at the time your claim is accepted. If the Insured Item is not available, the cost of the replacement will be limited to the original purchase price of a product of the same make and model as the Insured Item, at the time your claim is accepted.</p> <p>If the Insured Item is a suite, we may replace the whole suite. For example, if the Insured Item is a 3 seater sofa and a single armchair, and the single armchair is damaged, we may replace both the 3 seater sofa and the single armchair.</p> <p>Please remember if your Insured Item is replaced by us (or you receive an alternative claim settlement when we cannot replace your Insured Item), your insurance policy will end.</p>
Excess & Number of Claims	<p>There is no excess for making a claim on this policy. You can make an unlimited number of claims on this policy.</p>
Manufacturer’s Warranty	<p>In relation to accidental damage, this policy is provided in addition to any manufacturer’s warranty that applies to your Insured Item.</p> <p>In relation to structural defects, the cover under this policy starts following the expiry of the manufacturer’s warranty that applies to your Insured Item.</p> <p>Nothing in this policy is intended to affect your rights under your manufacturer’s warranty or your statutory rights.</p>

3. What does your policy not cover?

Risks you are <u>not</u> covered for	Description
Failure to follow the Manufacturer’s Instructions	This policy does not provide cover where your Insured Item has been damaged as a result of failure to follow the manufacturer’s instructions including (but not limited to) incorrect or inadequate assembly of the Insured Item and not routinely maintaining the Insured Item (e.g. cleaning).
Structural defects during the Manufacturer’s Warranty period	This policy does not cover structural defects that develop during the manufacturer’s warranty period.

Risks you are not covered for	Description
Accidental Damage as a result of not taking care of your Insured Item	<p>Please remember that having insurance does not mean that you should not take care of your Insured Item. You should keep your Insured Item in a good state of repair and take all reasonable precautions to prevent any accidental damage. If you don't take care of your Insured Item, we may decline your claim.</p> <p>What do we mean by 'taking care of your Insured Item?'</p> <p>We will always take into account the circumstances around how the accidental damage occurred or structural defect developed when assessing your claim.</p> <p>For example, if you knowingly do any of the following, we may decline your claim for accidental damage or structural defects:</p> <ul style="list-style-type: none"> You place your Insured Item outdoors when it is not intended for outdoor use You overload drawers or shelves You, or anyone else deliberately damages your Insured Item The claim is a result of damage from non-food dyes, bleach, corrosive, acid, caustic soda or material oils <p>There are simple things you can do to ensure you are taking care of your Insured Item like not placing your Insured Item in direct sunlight to prevent the material from fading.</p>
Damage or structural defects cause by age or normal use	<p>This policy does not provide cover for your Insured Item where it has been damaged or structural defects have developed caused by the effects of:</p> <ol style="list-style-type: none"> sunlight fading rust corrosion normal intended use of the Insured Item <p>If your Insured Item has leather upholstery, the policy will not cover the Insured Item for:</p> <ol style="list-style-type: none"> splitting/cracking of leather creasing of leather or any natural characteristics of hide.
Animals other than domestic pets	This policy does not provide cover for your Insured Item where it has been damaged by any animal other than a domestic pet.
Unauthorised Repairs	This policy does not provide cover for your Insured Item if it has been repaired by someone other than a technician appointed by us.

4. How long does your cover last?

Accidental Damage

For **Accidental Damage** your insurance starts on the later of the following events:

- where you have purchased this policy at the same time as your Insured Item, your insurance will start on the date your Insured Item is despatched
- where you have purchased this policy after buying your Insured Item, your insurance will start on the date you purchase this insurance policy.

Structural Defects

For **Structural Defects** your insurance starts on the expiry of the manufacturer's warranty for the Insured Item.

For **Accidental Damage** and **Structural Defects**, your insurance ends on the earlier of the following events:

- The date you return your Insured Item to SDHS (in accordance with SDHS's returns policy)
- The date we or the manufacturer replace your Insured Item
- The date this insurance policy is cancelled by you or the Insurer
- The term of your policy coming to an end in accordance with the Agreement Period listed on your Certificate of Insurance

The start date is listed on your Certificate of Insurance.

We realise that you may not receive your Insured Item for several days after placing your order. Any claims made towards the end of the term of your insurance policy will take this into consideration.

Important points about your policy:

- If the manufacturer replaces your Insured Item, it is your responsibility to contact SDFC to cancel your insurance policy. Your insurance policy **will not** transfer to the replacement item.
- If you return your Insured Item to SDHS, we will automatically cancel your insurance policy.

5. How to Cancel your Policy?

If, for any reason, you are not satisfied with your insurance policy you can cancel it and receive a refund of premium:

If you cancel your policy within the first 45 days, any premium you have paid will be returned to you in full.

If you cancel your policy after the first 45 days, you will receive a pro rata refund of the premium paid for the insurance policy based on the unexpired number of months remaining.

The first 45 day period begins on the start date on your Certificate of Insurance or the date you received this policy document, whichever is the later.

To cancel your insurance policy, please telephone SDFC on 0800 092 9051 or you can write to:

Insurance Customer Services
Sandringham House
Sandringham Avenue
Chelmsford
CM92 1LH

This policy may also be terminated by the Insurer by giving you 30 days' notice in writing. Where notice is provided by the Insurer, you will receive a refund of premium as set out above.

IMPORTANT: Please remember, if your Insured Item has been replaced by us (or you received an alternative claim settlement where we could not repair or replace your Insured Item), your insurance policy will have ended and no refund of premium will be paid.

6. How to make a Claim?

Actions you need to take before contacting us:

Action	Description
<p>If your Insured Item has a structural defect or has been accidentally damaged</p> <ul style="list-style-type: none"> Keep it safe Do not touch the damaged area 	<p>If your Insured Item has developed a structural defect during period of the manufacturer's warranty, your policy will not cover this.</p> <p>If your Insured Item has developed a structural defect after the expiry of the manufacturer's warranty or has been accidentally damaged, please keep your Insured Item as it will need to be inspected by one of our technicians.</p> <p>Please do not touch the damaged area.</p>
<p>Report your claim to us within 28 days</p>	<p>Please report your claim to us as soon as possible, but no later than 28 days after the accidental damage or structural defect has developed. After this time, it is difficult for us to investigate your claim and stop any further damage that may be caused.</p> <p>If you report your claim after 28 days, we may not consider your claim. Claims outside this timeframe will be considered on a case by case basis.</p>

Steps to making a Claim:

Steps	Description
Step One	For structural defects developed during the period of the manufacturer's warranty, you should contact the manufacturer or the retailer, SDHS. For structural defects developed after the expiry of the manufacturer's warranty or accidental damage, report the claim to TWG within 28 days. You can contact TWG on 0844 871 0991. Alternatively you can email TWG at Furniture@thewarrantygroup.com or write to: Claims Manager of TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF
Step Two	For structural defects claims developing after the manufacturer's warranty period or accidental damage occurring during the term of the policy, TWG will arrange an appointment with you for an approved technician to visit and inspect the Insured Item. If possible, the technician will <ul style="list-style-type: none">• repair the Insured Item during the appointment• arrange a time with you to repair the Insured Item, if they are not able to do it at the time, for example they need to collect a part to complete the repair.
Step Three	If the technician cannot repair the Insured Product, TWG will contact you to arrange for a replacement item to be delivered. If a replacement is provided, it is your responsibility to dispose of your Insured Item.

7. Making an Enquiry or Complaint

It is our intention to provide you with a high quality service, but there may be times when you feel that this has not been achieved.

For enquiries or complaints relating to arranging, processing and administrating (including processing your premium payments and dealing with any cancellations) of your policy, please telephone SDFC on 0800 092 9051 or write to the following address:

Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LH

For enquires or complaints relating to the terms of your policy or claims handling, please telephone TWG on 0330 100 3245, email customer.relations@thewarrantygroup.com or write to the following address:

Claims Manager, TWG Services Limited, The Aspen Building Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF

Please remember to quote your policy number shown on your Certificate of Insurance when submitting an enquiry or complaint to both SDFC and TWG.

Where you have submitted a complaint, depending on the nature of the issue you are raising, SDFC or TWG may forward your complaint to SDHS if it would be more appropriate for them to handle.

If your complaint is not resolved to your satisfaction you may, within 6 months of our final decision, refer your complaint to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 **E-mail:** complaint.info@financial-ombudsman.org.uk **Web:** www.financial-ombudsman.org.uk

IMPORTANT: Please remember 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 SDHS. When submitting a complaint to the FOS, please remember to state the nature of your complaint and the party to which that complaint was originally addressed.

None of the above affects any statutory right of action you may have.

8. Choice of Law

English law applies to this insurance policy, it's written in English and all communications with you will be in English.

9. Changing the Terms of your Policy

We may alter the terms of your policy by giving you 30 days' notice in writing to your last known address. We will only alter the terms of your policy where there is a regulatory or legislative change required or where we are responding to industry guidance and codes or to reflect reasonable cost increases with providing the cover.

10. Compensation Scheme

London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS by telephone on 0800 678 1100 or 020 7741 4100, by visiting their website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Saint Botolph Street, London, EC3A 7QU

11. Status Disclosure

This policy is a contract of insurance between you (as the "Insured Policy Holder" named on the Certificate of Insurance), and the Insurer London General Insurance Company Limited.

London General Insurance Company Limited (Company Registered Number 1865673), is a private company limited by shares and incorporated in England, whose registered head office is at Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202689). These details can be found on the FCA's website at www.fsa.gov.uk/register/home.do or by telephoning 0800 111 6768.

12. How we will use your Personal Data

The Insurer is the data controller of your personal data.

Using your personal data: The Insurer will use your personal data in order to provide you with furniture insurance. Types of personal data which the Insurer will use include your name, address, telephone number and email address. If you do not provide the personal data required, the Insurer may be unable to provide you with the cover under your insurance policy.

The Insurer's legal basis for processing your personal data include (i) to perform its contract with you (ii) to fulfil its legitimate interests or the legitimate interests of a third party and (iii) to comply with legal obligations to which it is subject. Your personal data will be kept for as long as necessary. It will be deleted or anonymised if it is no longer required for the purposes for which it was obtained.

Transferring your personal data: The Insurer may share your personal data confidentially with other third parties, for example, claims administrators, authorised engineers, IT service providers, telephony service providers and courier service providers.

In providing your insurance policy, your personal data may be transferred outside the European Union. Your personal data will at all times be held securely and handled with the utmost care in accordance with applicable data protection laws.

Your rights: You have a number of rights in relation to your personal data. These include the right to be informed, the right to have access to your personal data, the right to rectification, the right to receive your data in a transferable format, the right to erasure, the right to restriction of processing and the right to object to how your personal data is processed. You also have the right to make a complaint in relation to your personal data to the Information Commissioner

Contact details: The Data Protection Officer can be contacted by writing to the Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucester, GL17 0AF or by emailing Customer.Relations@thewarrantygroup.com or by telephone on 0330 100 3247.

You can contact the Data Protection Officer to obtain a copy of your personal data held by the Insurer, for more information on the rights to your personal data or to exercise one of your data rights. General contact details for the Insurer can be found below.

13. Customers with Additional Requirements

If you have hearing or speech difficulties, you can text telephone on 0800 092 9051.

You can also get a copy of this policy and our other literature in large print, audio or Braille by calling us on 0800 092 9051 or writing to us at the following address:

Insurance Customer Services
Sandringham House
Sandringham Avenue
Chelmsford
CM92 1LH

Contact Details

London General Insurance Company Limited. Registered Number: 1865673. Registered Office: Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202689).

Shop Direct Finance Company Limited. Registered Number 4660974. Registered Office: Aintree Innovation Centre, Park Lane, Netherton, Bootle, L30 1SL. Authorised and regulated by the Financial Conduct Authority (FRN 312190).

Shop Direct Home Shopping Limited. Registered Number 4663281. Registered Office: First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB.