

Fortegra Furniture Protection Insurance Policy

Terms & Conditions

Important – The Intention of the cover

The intention of this Policy is to provide cover for individual incidents of accidental staining and accidental damage including damage to recliner and headrest mechanisms. The meaning of the terms is explained below.

The Policy does not 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.

ALTERNATIVE INSURANCE BROKERS and us do not provide advice or a personal recommendation about the suitability of this Policy. It is your responsibility to ensure the Policy meets your needs.

Please check that the information contained in the Policy Schedule is correct and that it meets your requirements. If it doesn't, please contact Alternative Insurance Brokers .

Please read these terms and conditions carefully, in conjunction with the Policy Schedule and Statement of Demands and Needs, and make sure you understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.

Please note that as in Section MISINFORMATION below, you have an obligation to provide us with any facts which may be relevant to this insurance.

We do not have a direct or indirect holding in Alternative Insurance Brokers and neither does Alternative Insurance Brokers have a direct or indirect holding in us.

Policy level of cover

Accidental Staining - 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 - this means sudden and unintentional damage resulting in rips, punctures, scuffs, burns, pet damage, chips, scratches, or breakage. When relating to recliner and headrest mechanisms this means breaking or bending of the recliner or headrest mechanisms, reclining motor, cabling, transformer, handle or switch. When relating to wood or high gloss finishes, cover is limited to scratches which have penetrated into the surface finish by over 1.5mm.

Length of Cover

Accidental Staining and Damage will be provided for the period shown on your policy schedule and will commence on the date of delivery of the Insured Product(s) to your home.

Recliner and headrest mechanisms coverage starts at the end of the manufacturer warranty and will last until 3 years after the delivery of the furniture.

Certification of cover

In return for payment of the premium the Insurer will insure you in accordance with the terms and conditions of this Policy. Alternative Insurance Brokers is authorised by the Insurer (we/us/ourselves/our) to sign and issue this document to you and to administer this Policy.

SECTION 1 - INTRODUCTION

This document sets out the benefits, conditions and exclusions for the Insured (you/your) under this Policy. Please read it 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 Policy and have paid the required premium.

Your protection Policy is managed by Alternative Insurance Brokers , an insurance intermediary, whose registered address is suite 9B, St Christopher House, 217 Wellington Road, Stockport SK2 6NG. Alternative Insurance Brokers is authorised and regulated by the Financial Conduct Authority under registration number 602443 . These registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

Your protection Policy is provided by us: Fortegra Europe Insurance Company P.L.C. UK Branch, a branch of Fortegra Europe Insurance Company P.L.C. (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company P.L.C. has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company Ltd P.L.C. is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company P.L.C. has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

SECTION 2- LIMITS OF COVER

1. The most we will pay under this protection Policy is the original price you paid for the product, after any discounts you were given at the time you bought it or £10,000, whichever is the lowest. If an item is replaced under the terms of this Policy, no further cover will be available for this item. This product is only covered if it remains within the United Kingdom.
2. Your product must be in a private residence and not used in commercial premises, or property which you may rent out, including rented rooms within your home.
3. The Policy does not cover any furniture kept on a boat or in a caravan.
4. There is no cover under this Policy for any product failing during the manufacturer's or retailer's guarantee period.
5. Additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) are limited to a maximum indemnity of their purchase price as detailed individually on the invoice, or up to a maximum of 10% of the total retail value.

SECTION 3 - WHAT IS COVERED

1. The cost of repair in the event of a sudden and unintentional incident resulting in a stain, rip, puncture, scuff, scratch, pet damage, chip, burn, breakage, or recliner mechanism fault according to the coverage purchased.
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 Policy including the Claims Procedure.
2. If a repair cannot be achieved, we may replace the damaged part. If this is not possible, Alternative Insurance Brokers may at their discretion, provide a replacement product(s), or provide a store credit voucher instead of a repair or replacement (up to the limit of indemnity). If any claim results in a cash settlement, this will be at the Insurers discretion, and this will be limited to up to 50% of the indemnity value.

SECTION 4 - WHAT IS NOT COVERED

Your product is not covered for:

1. an accumulation of multiple different stain types or accidental damage incidences across multiple areas of the item

2. damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
 3. damage or staining caused by cleaning products being used incorrectly, unsuitable cleaning products being used or cleaning materials being used on a regular basis when this is not appropriate;
 4. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles, swirls, shading or hairline marks (less than 1.5mm) which are naturally occurring in wood or high gloss finishes, or formed during the manufacturing process;
 5. leather or fabric relaxing, stretching, creasing or a change in texture (this inevitably happens to a natural product over time). Increased visibility of valleys, troughs or crazing in the leather caused by general soiling and external catalysts which occur over a period of time;
 6. abrasions that are caused by daily use and cleaning over a period of time;
 7. any odours or staining to interiors;
 8. any stain or damage caused when the product was being transported or was in storage;
 9. any stain or damage caused by contractors in your home, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;
10. Pet damage caused by an accumulation of multiple incidences..
 11. deterioration of the product's appearance through normal use or general soiling for example wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest and so on;
 12. any other costs indirectly caused by the event which led to your claim, unless specifically stated in this Policy;
 13. any failure of repairs not undertaken as part of this Policy;
 14. handheld, wireless devices used to operate functions (including battery packs) that are not permanently attached to your insured product;
 15. interior fibre fillings and/or interior foam fillings not springing back to their original shape if within industry expected settlement, which may occur over a period of time, fraying, any issues with stitching, separation of coats or layers of pigments, veneer or finishes;
 16. 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;
 17. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
18. structural faults (as opposed to damage to the structure as a result of an accident)

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. If you need to make a claim under this Policy, please phone HOMESERVE FURNITURE REPAIRS on 01384 473017. You can download the form from our website, www.myfurnitureinsurance.co.uk
2. You must make any claim as soon as possible, and always within 28 days of the event giving rise to a claim. Any delay may mean that we will not pay the claim, or that we will reduce the claim or the amount of cover. We may ask to inspect the product to help assess your claim.
3. We may ask you to provide photographs of the damage so we can assess your claim more quickly.
4. If you have reported an incident by phoning the HOMESERVE FURNITURE REPAIRS, you can only claim for that incident on the claim form. You must claim for any other incidents separately. Our technician will be instructed to only carry out the repair needed as a result of the incident you reported on the phone.
5. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give, 24 hours' notice. If you don't you will have to pay a fee of £25. Another appointment will be confirmed once the fee has been paid.

6. We will settle valid claims by sending you a specialised stain remover product (if appropriate), or cleaning or repairing your damaged product as we see fit. If the product cannot be satisfactorily cleaned or repaired, we will replace the product. The following will then apply:
 - a. If we agree to replace the product or part of it, we may take possession of the original item or part;
 - b. We do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our liability is limited to the best job a HOMESERVE FURNITURE REPAIRS approved technician could do in the circumstances;
 - c. If, after we have provided a replacement, we do not take possession of the original product or part for ourselves, you will be responsible for disposing of it;
 - d. If we replace the product, that replacement will not be covered under this Policy;
 - e. You must co-operate with us when we arrange any delivery or collection with you; and
 - f. Any replacement will be of a similar standard, specification and style as your original product, if the limit of cover allows this.
7. If when you make a valid claim under this Policy there is another insurance policy in force which covers the same damage or expense, we may seek to recover some or all of our cost from the other insurer. You must give us any information we may need to help us to do this.

SECTION 7 - GENERAL CONDITIONS

1. You should always look after the product to prevent any staining or damage and maintain it in line with the manufacturer's guidelines.
2. You and we choose the law which applies to this Policy. Unless you and we agree otherwise, the law which applies will be that which applies to the country you live in.
3. You must tell us if you change address.
4. The policy holder (the person named on the invoice) can transfer this Policy to another person by:
 - emailing enquires@Alternative Insurance Brokers .co.uk;
 - giving us the full name and address of the person this Policy is being transferred to;
 - telling us the date you want the transfer to take place; and
 - paying a £25 administration fee;

Please return this Policy document and the details to Alternative Insurance Brokers . The transfer will not be effective until we receive the documents and fee.

5. You will have to pay any costs not covered by this Policy.
6. We will only change the terms of this Policy if we have to under any law or regulation. We will give you at least 60 days' written notice of any change.

SECTION 8 - WHEN COVER ENDS

1. All cover under this Policy will automatically end :
 - a. 5 years after the product is delivered to your home;
 - b. on the date we replace the whole product or pay a claim equal to the limit set out in section 2 (1);
 - c. on the date we cancel your Policy because you have made a fraudulent claim; or
 - d. on the date you cancel your policy as per section 9 below.

SECTION 9 - YOUR RIGHT TO CANCEL

1. If you want to, you may cancel this Policy within 30 days of delivery of the product being delivered to your home, please contact the Alternative Insurance Brokers. If you have not made a claim, you will get a full refund of your premium.
2. If you want to cancel this Policy after 30 days or more after the product has been delivered, email Alternative Insurance Brokers @Alternative Insurance Brokers .co.uk or write to us at Alternative Insurance Brokers . If we have not settled your claim, you will be entitled to a refund of a proportion of the premium you have paid. The refund will be based on the number of complete months of this Policy remaining from the date you asked us to cancel it. You will also have to pay an administration fee of £25 which we will take from your refund. If the product has been treated with a stain protector as part of the Policy, we will take a further £25 from any refund.
3. Cancellations will not be backdated. If we have settled a claim, you will not be entitled to any refund of premium. If there has been an incident likely to give rise to a claim, you will not be entitled to a

refund until we have decided whether we should settle that claim. If we decide not to settle the claim, the date of cancellation will be the date you asked us to cancel this Policy.

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.

Alternative Insurance Brokers handles complaints regarding the general administration of this policy on our behalf. If you wish to make a complaint of this nature, please contact the Complaints Team, t Alternative Insurance Brokers or email complaints@ALTERNATIVE INSURANCE BROKERS .co.uk or call 01613882529 and quote your Policy reference number or claim number so that your enquiry can be dealt with quickly.

Alternative Insurance brokers will acknowledge your complaint promptly and aim to resolve your complaint within eight (8) weeks from first notification. If your complaint cannot be resolved within this period, A There is no limit of claims you can make on a policy unless it is damage caused by a pet or childernative Insurance Brokers will notify you in writing to confirm both the causes for the delay and the time in which they expect to resolve your complaint. In this case, or if your complaint is not resolved to your satisfaction, the A There is no limit of claims you can make on a policy unless it is damage caused by a pet or childernative Insurance Brokers will advise you of your rights to refer your complaint to The Financial Ombudsman Service, free of charge:

- by submitting Your complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect you to have followed the above procedure before they accept your case.

Following this complaints procedure does not affect your legal rights.

Alternatively, if you purchased your insurance online, please note that you can also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link:

<http://ec.europa.eu/consumers/odr/>

Note: “online” includes all products sold via a website, email, telephone and social media amongst others with a digital element.

SECTION 11 - NOTICE TO CUSTOMERS

We may monitor or record any phone calls you make in connection with this Policy. This is to check the accuracy of the information, help with staff training and prove that our and Alternative Insurance Brokers and Homeserve Furniture Repairs procedures meet all relevant regulatory requirements.

If you have any disability that makes communication difficult, please tell A There is no limit of claims you can make on a policy unless it is damage caused by a pet or childernative Insurance Brokers and they will be pleased to help.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Third Party Rights

Except where otherwise required by law, you and we have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this Policy; and
- You and we can rescind or vary the terms of this contract without the consent of any third party to this Policy, who might seek to assert that they have rights under this Policy.

Misinformation

When applying for insurance, varying your cover, or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Policy or the payment of your claim.

You are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by us and/or Alternative Insurance Brokers. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. You must, to the best of your knowledge, give accurate answers to the questions we or Alternative Insurance Brokers ask when you buy your insurance Policy. If you do not answer the questions truthfully or in full could result in your Policy being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in you encountering difficulties in trying to purchase insurance elsewhere. The answers or statements you make to us or Alternative Insurance Brokers are your own responsibility.

Financial Services Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company P.L.C. cannot meet its liabilities under this Policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

SECTION 12 - PRIVACY STATEMENT

Fortegra Europe Insurance Company P.L.C. (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

1. Data Protection

Fortegra Europe Insurance Company P.L.C. (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

2. How We Use Your Personal Data

We may use the personal data we hold about you for the purposes of performing your contract of insurance, this includes providing insurance that you request of us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical

purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and regulatory obligations.

3. Disclosure of Your Personal Data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

4. International Transfers of Data

We may transfer your personal data to destinations outside of the UK or the European Economic Area (“EEA”). Where we transfer your personal data outside of the UK or the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

5. Your Rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning our use of your personal data our full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy> alternatively please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta or via email at dpoofficer@fortegramalta.com.

To request a LARGE PRINT version of these terms and conditions visit www.ALTERNATIVE INSURANCE BROKERS .co.uk or call 01613882529