

Important - the Intention of the cover

The intention of this Plan is to provide cover for individual incidents of accidental staining and/or accidental damage and/or structural damage (depending on cover selected).

The meaning of the terms is explained below.

The Plan does not provide 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.

Please make sure you read the Exclusions explained in Section 4.

Plan Applicable



ACCIDENTAL STAINING, in this Plan 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, in this Plan this means:-

sudden and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches to the external surface of the item.

Duration of cover

- Cover for Accidental Staining and Damage will be provided for a period of 5 years and will commence on the date of delivery of the Insured Product(s) to your home
- Structural Faults: for the first 12 months after delivery date your product's structure is covered by the manufacturer's guarantee. If a structural fault occurs within 12 months of delivery please contact your retailer. Under this plan cover for Structural Faults will be provided following the expiry of the Manufacturer's and retailers guarantee

Certification of Cover

In return for payment of the premium the Insurer agrees to insure you in accordance with the terms and conditions contained herein and endorsed hereon. Guardsman Industries Limited is authorised by the Insurer to sign and issue this document on its behalf.

Signed by



Philip Griffin
Managing Director
Authorised signatory for Guardsman Industries Limited

This is our standard agreement upon which we tend to rely. For your own benefit and protection you should read these terms and conditions carefully before purchase. If you do not understand at any point please ask for further information

SECTION 1 - INTRODUCTION

This Certificate sets out the benefits, conditions and exclusions of your Guardsman Furniture Protection Plan. Please read this document 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 Plan and have paid the required premium.

Your Plan is administered by Guardsman Industries Limited (Guardsman), whose registered office is 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD. Guardsman Industries Limited is authorised and regulated by the Financial Conduct Authority under registration number 311766.

The Insurer - Your Plan is underwritten by AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202189. These details can be checked on the financial services register at www.fac.gov.uk or by contacting the FCA on 0800 111 6768.

SECTION 2- LIMITS OF COVER

1. The most the Insurer will pay under this Furniture Protection Plan is limited to the original purchase price of your product upto a maximum of £15,000 (including VAT). If any item of furniture is replaced following a successful claim no further cover will be available under this Plan for that replacement item.
2. This insurance is limited to the United Kingdom not including the Channel Islands and the Isle of Man. Your product is only covered if it remains within the United Kingdom.
3. 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.
4. Failure of the product which started during the manufacturer's or retailer's guarantee period is outside the limits of this Plan.
5. Non integral items such as additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) will be limited to a maximum indemnity of the purchase price if detailed individually on the invoice, or up to a maximum of 10% of the total retail value.

SECTION 3 - WHAT IS COVERED

1. Your product is covered for the cost of repair in the event of a sudden and unintentional incident resulting in an Accidental Staining, Accidental Damage, such as a rip, puncture, scuff, scratch or burn, or Structural Fault stain, rip, puncture, scuff, scratch or burn or a structural fault, according to the coverage purchased and detailed under the coverage section on the front of your Guardsman Plan Certificate.
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 Plan including the Claims Procedure.
3. If a repair cannot be achieved, we may choose to replace the damaged part. In the event of this not being possible, Guardsman may at its sole discretion provide a replacement product(s). Alternatively, Guardsman may at its sole discretion settle the claim by a cash payment instead of a repair or replacement. Any cash settlement will be limited to the equivalent cost of repair or replacement by Guardsman.
4. If available from the retailer, your fabric product is covered for a stain protector treatment. This will be applied prior to delivery. See the 'Your Coverage Includes' section in the Protection Plan Certificate.

SECTION 4 - WHAT IS NOT COVERED

Your product is not covered for:

1. The incorrect use or application of cleaning substances or the use of inappropriate cleaning materials;
2. colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles or shading. Relaxing, stretching, creasing or texture change of leather that will inevitably occur on 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;
3. any odours resulting from staining incidents, or staining to interiors;
4. any stain or damage caused by transit, storage, contractors, incorrect assembly, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;
5. Domestic pet damage caused by:
 - a. Biting or chewing
 - b. Build-up of scratching over a period of time
6. any gradually occurring stain or damage, any gradually occurring general soiling which results in build up and any multiple stains occurring over a period of time;
7. any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this Plan;
8. routine repair/cleaning whether carried out by a Guardsman approved repairer/cleaner or another party;
9. any failure of repairs not undertaken as part of this Plan;
10. handheld, wireless devices used to operate functions on furniture items that are not permanently attached to your insured product;
11. general loss of resilience of interior fillings (softening of less than 30%), fraying (including fraying of zips), loss of buttons or delamination which means the act of splitting or separating of the covering material into layers;
12. any damage or fault to electronic and audio-visual equipment that are attached or form part of your products, such as iPod

docking stations and speakers;

13. 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;
14. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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 furniture 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. In the event of a claim under this Plan please contact Guardsman by telephoning 0345 266 0626 or 01235 448844.
2. Please notify all incidents that may give rise to a claim within 28 days of the event or as soon as possible. Any delay in notifying us may mean the claim will not be paid or the level of protection for the incident is reduced.
3. In order to claim, you will be required to complete a claim form. We will send you a claim form if you request one by telephone or by email, or you can download the appropriate claim form from our website www.guardsman.co.uk. Please complete and return the form to us either by email at newclaims@guardsman.co.uk or by post to New Claims, Guardsman Industries Ltd 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD. Please enclose any information requested.
4. Guardsman may ask to inspect your product to help assess your claim.
5. Once a technician's appointment has been confirmed, if you wish to cancel you must provide 24 hours notice of cancellation otherwise a fee of £40 will be charged and no further appointment booked until payment is received.
6. Guardsman will settle valid claims by, sending out a specialised stain remover product (if appropriate), or by cleaning or repairing your damaged product at their discretion up to the value of your product and not exceeding the maximum liability. Where a satisfactory clean or repair is not possible Guardsman will replace the damaged product.
 - a. Guardsman will provide a replacement item of furniture to your home. If Guardsman agrees to replace a part or your product in full, Guardsman may take ownership of the original item or part, if they choose to do so;
 - b. although Guardsman will always do its best, we do not guarantee an exact match of grain, sheen or pattern in the event of your product being repaired or replaced. Neither is exact colour match guaranteed, replacement parts will be matched to an inconspicuous area of the item. In such circumstances liability is limited to the best endeavours of a Guardsman approved technician.
 - c. if Guardsman replaces an item following a claim, no further cover will be available under this Plan for the replacement item.
 - d. you must co-operate with Guardsman in arranging any delivery or collection; and
 - e. any product replacement (at Guardsman's discretion) will be arranged by Guardsman and will be of a similar standard, specification and style as your original product, subject to the limit of cover.
7. If at the time of a valid claim under this Plan there is another insurance policy in force which covers you for the same loss or expense, the Insurer may seek a recovery of some or all of its cost from the other insurer. You must give them any help or information they may need to assist them with their loss recoveries.

SECTION 7 - GENERAL CONDITIONS

1. You should at all times ensure that care is taken of your product and it is maintained in line with the manufacturer's guidelines.
2. Under the laws of the United Kingdom both you and the Insurer may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and the Insurer agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live. Any legal proceedings between you and the Insurer in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which you live.
3. Insurers share information with each other to prevent fraudulent claims via a register of claims. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register. If a claim is fraudulent or any false information is provided in relation to any plan or claim, all benefits under this plan will be forfeited. The Insurer will keep the premium you have paid us. You may also be prosecuted in the event of a fraudulent claim.
4. Any change of your address must be notified to Guardsman by the Plan holder.
5. You may transfer this Plan to another named party (subject to the payment of a £40.00 administration fee to Guardsman) by returning this document and supplying the full name and address of the new Plan holder together with the transfer date. The transfer will not be effective unless Guardsman receive from you this document and the administration fee.
6. You will be liable for any costs falling outside this Plan.
7. The Insurer will only change the terms of this Plan if it is obliged to do so for legal or regulatory reasons, but you will always be given at least 60 days' written notice of any change.

SECTION 8 - WHEN COVER ENDS

1. All cover under this Plan and all benefits will automatically end on the earliest of the following:
 - a. 5 years after the date of delivery of your product;
 - b. the date Guardsman replaces your product in full or has made claim payments equal to the limit set out in section 2;
 - c. in the event of fraud or misrepresentation or an attempt of such by you or anyone acting for you; or
 - d. you cancel your policy as per section 9 below.

SECTION 9 - YOUR RIGHT TO CANCEL

1. Within 30 days of the delivery date of your product:
 - a. if you wish to cancel your Plan within 30 days of delivery of your product please contact the retailer. Providing you have not made a claim a full refund will be due to you;
 - b. if the product has been pre-treated with a stain protector you will be entitled to a 75% refund.

2. After 30 days of the delivery date of your product:
 - a. if you wish to cancel your Plan after 30 days of the delivery date of your product please write to Guardsman. Provided a claim payment has not been made you will be entitled to a proportional refund which will be calculated based on the number of complete months of the plan remaining from the date you request the plan to be cancelled;
 - b. Guardsman will apply an administration fee of £40 to a Plan cancellation made after the initial 30 days which will be deducted from any refund;
 - c. if your product has been pre-treated with a stain protector a further £25 will be deducted from any refund.
3. Cancellations will not be backdated. Where a claim payment has been made or where there has been an incident likely to give rise to a claim payment during the current period of cover and you wish to cancel your Plan, you will not be entitled to a refund until Guardsman has finalised their evaluation of the incident and determined whether a claim payment will be made. Should Guardsman not make a claim payment, the date of cancellation will be the date you sought to cancel your Plan.

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.

Please write to the Complaints Team at, Guardsman Industries Ltd, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire OX14 4SD or email complaints@guardsman.co.uk or call 01235 444751 and quote your Plan reference number or claim number so that your enquiry can be dealt with quickly.

Guardsman will promptly acknowledge receipt of your complaint unless the matter can be resolved to your satisfaction by the end of the business day following its receipt. If resolution of your complaint requires the matter to be handled or investigated by the Insurer, Guardsman will let you know.

You will be contacted within five days of the receipt of your complaint and informed of what action will be taken. Guardsman will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks you will be advised when you can expect an answer.

If they have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review.

Once you have received your final response from them and if you are still not satisfied you can contact the Financial Ombudsman Service: The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR, or by telephone on 0800 0234567 or 0300 123 9 123 or by Email complaint.info@financial-ombudsman.org.uk

Details of eligibility will be provided by the handling party during the course of your complaint.

The FOS, is an independent body which arbitrates over complaints about general insurance products and other financial services. You have the right to contact the FOS at any stage and please note that, if eligible, you have 6 months from the date of a final written response to your complaint in which to refer it to the FOS. Referral to the FOS will not affect your right to take legal action.

Please remember to include your full name and full postal address in all correspondence.

SECTION 11 - NOTICE TO CUSTOMERS

You are advised that any telephone calls you make regarding your Plan may be monitored or recorded. This is to monitor the accuracy of information provided by the Insurer's and Guardsman's customers. It may also be used to provide additional training to staff or to prove that the Insurer's and Guardsman's procedures comply with legal and regulatory requirements. If you have any disability that makes communication difficult, please tell Guardsman and they will be pleased to help.

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet their obligations. Most insurance contracts are covered for 90% of the claims. Further information is available from The Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or can be contacted on 020 7892 7300

SECTION 12 - PRIVACY STATEMENT

1. For the purposes of the Data Protection Act 1998, Guardsman and the Insurer are the data controllers for any personal information you provided when you took out your Plan or submitted a claim. We will ensure that the information held about you is accurate and up to date, and will not keep it longer than it is needed. We may disclose personal data to comply with a legal or regulatory obligation.
2. Personal information will be kept confidential and will only be used to manage your Plan or claim and to identify you if necessary or to contact you with details of changes to the products you have bought, meet legal conditions or rules and send you marketing literature. If you do not wish to receive such information please contact Policy Administration at Guardsman on 01235 444747 or marketingoptout@guardsman.co.uk.
3. Guardsman and the Insurer may need to share your personal data with service providers, agents and other subsidiaries for these purposes. Some of these parties may be located outside the European Economic Area (the EEA). In these instances all steps will be taken to ensure that your data is held securely and handled with care, in accordance with the principles of English Law. Details of the countries relevant to you will be provided to you upon request.
4. You have the right to see any of this information. Please write to the respective companies at the addresses set out in section 1, there may be a small charge for this. You may at any time refuse permission for your data to be used.

**Request a LARGE PRINT version of these terms & conditions
by visiting www.guardsman.co.uk or calling 01235 444 747.**