INSURANCE CONTRACT

Thank **You** for choosing Staingard Furniture Care (A trading name of Rai Insurance Services Limited) to supply Your Furniture protection. We hope that Your Furniture will be trouble free, however should You need to make a claim under Your policy please follow the process detailed under the "How to make a claim'".

Subject to the level of cover provided, details of which can be found on the front of **Your Policy Schedule, We** will indemnify **You** against the costs of removing stains and repairing **Accidental damage, Accidental staining** or **Structural damage** relating to **Your Insured Item(s)** in accordance with the terms and conditions shown below provided the premium (which includes Insurance Premium Tax) has been paid for the cover selected.

Your Furniture insurance has been arranged and administered by Staingard Furniture Care (A trading name of Rai Insurance Services Limited) & underwritten by Novus Underwriting Limited on behalf of Accredited Insurance (UK) Limited.

Rai Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 430213

Accredited Insurance (UK) Limited, 70 Fenchurch Street, London, EC3M 4BR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 996452.

Novus Underwriting Limited is an Appointed Representative of Rokstone Group Limited, authorised and regulated by the Financial Conduct Authority (Ref 1008277). Novus Underwriting Limited is registered in England (No. 10844265). Registered address is The Monument Building, 11 Monument Street, London EC3R 8AF, United Kingdom."

As Rai Insurance Services Limited acts as agent for the Insurer, monies paid to (or held by) Rai Insurance Services Limited in relation to the insurance contract are treated as having been paid to (or held by) the Insurer

DEFINITIONS

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

Accidental damage

A sudden and unexpected incident that causes physical damage to the **Insured Item(s)**, provided the damage is not excluded under this policy.

Accidental staining

A sudden and unexpected incident that results in staining of the **Insured Item(s)**, provided the staining is not excluded under this policy.

Administrator

Staingard Furniture Care a trading name of Rai Insurance Services Limited, No. 5, Crystal House, New Bedford Rd, Luton LU1 1HS

Beyond Economical Repair (BER)

Insured Item(s) shall be deemed Beyond Economical Repair where the **Insurer** determines that the cost of repair, cleaning, restoration, or partial replacement exceeds the reasonable economic value of the damaged area, taking into account age, wear, condition, availability of matching materials, and replacement costs.

Claims Administrator

MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

Claims Limit

You are covered for cleaning, repairs, part or full replacement up to the value of **Your** purchase price or a maximum of £20,000 for damage to **Your Insured Item(s)** or up to the original purchase price of either article, whichever is the lesser in settling any one claim or in total of all claims made during the **Period of Insurance**. Mattress protectors will be replaced up to a maximum 5 times as a result of a valid claim only. Originally supplied arm caps and scatter cushions are covered for stain removal and accidental damage only. If the arm cap or scatter cushion cannot be cleaned or repaired our limit of indemnity is restricted to the original cost of the arm cap or scatter cushion. In the event a carpet is replaced the policy will only cover the cost of the carpet and no additional extras such as underlay, fitting or gripper rods will be included.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. For example, the loss of use while a repair is carried out.

Insurer/We/Us/Our

Novus Underwriting Limited on behalf of Accredited Insurance (UK) Limited.

Insured Item(s)

The item or items detailed on **Your** purchase receipt and listed on Your Policy Schedule.

Policy Schedule

The document which names **You** as the policyholder and lists the **Insured Item(s)** covered under **Your** policy. It will confirm the **Period of Insurance**, the cover level You have chosen and the claim limit.

Your Policy Schedule will be replaced whenever You make any changes to **Your** policy.

Period of Insurance

The period between the Start Date and the Expiry Date which is shown on **Your Policy Schedule.**

Structural damage

The sudden failure of a structural or mechanical component of the **Insured Item(s)** arising from a defect in materials, workmanship or construction, occurring during the **Period of Insurance** following expiry of the manufacturer's warranty.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

You/Your

The person(s) whose name and address as shown on the **Policy Schedule**.

Wear and tear

The gradual deterioration associated with normal use and age of the product

WHAT IS COVERED

During the **Period of Insurance**, **Your Insured Item(s)** are covered for the cost of repair or replacement, whichever is the lesser, in the event of **Accidental staining** as a result of spilling:

- Food and Drink
- Nail Varnish
- Grease
- Bleach, acids, caustic and corrosive solutions and substances
- Oil
- Glue or Superglue
- Ink, paint and dye transfer
- Human or Animal bodily fluids.

We will also cover **Your Insured Item(s)** for the cost of repair or replacement if, during the **Period of Insurance You** cause **Accidental damage** to the **Insured Item(s)** resulting in:

- Water, liquid or heat marks
- Tears

- Rips
- Dents and Punctures
- Chips
- Burns
- Scratches
- Scuffs
- Pet damage (Limited to three (3) claims during the **Period of Insurance**).

You would also be covered for **Structural damage** following the expiry of the manufacturer's warranty caused by:

- Defects to frames caused by breakage or becoming warped; Cracking of solid wood furniture;
- Peeling of the finish on solid wood;
- Bending and breakage to metal components;
- Excessive loss of resilience;
- Defects of mechanical, electric recliners and components; Bending and breakage of metal components;
- Broken zips, castors, and buttons;
- Separation of seams and stitching;
- Lifting or peeling of the hide on leather furniture;
- Loss of resilience to foam and fibre interiors.

EXCLUSIONS

We will not pay the claim costs arising from:

1. Any damage (structural or otherwise), soiling or staining caused:
    a. Prior to or during delivery and/or fitting;
    b. To **Insured Item(s)** used for rental / sublet or commercial purposes;
    c. To **Insured Item(s)** in storage or transit;
    d. By or resulting from misuse, mishandling, abuse, neglect, violence or vandalism;
    e. By or resulting from deliberate damage by any person, including children;
    f. By a build-up of perspiration, hair and/or body oils;
    g. By accumulated multiple stains or any unidentifiable stain;
    h. By any spill or stain not attended to in a manner described by the **Claims Administrator**;
    i. By fire, fibre damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidisation, or any other natural disaster;
    j. By colour loss or any change in colour as a result of usage or **Wear and tear**;
    k. By any other cause not specifically mentioned under "What is Covered".
2. Removal of odours even when caused by a stain;
3. Carpets fitted in a kitchen or bathroom are excluded under this policy
4. Stains & damage that are consistent with **Wear and tear** or anything that happens gradually;
5. Furniture in a non-residential location.
6. Damage caused by insects, non-domestic animals or wild birds;
7. Pet damage which is extensive and not a single incident);
8. The use or application of cleaning substances or materials other than those provided;
9. Failure to comply with the manufacturer's, supplier's, **Insurer's** or **Claims Administrator's** instructions;
10. **Use** of the **Insured Item(s)** in a manner other than that intended by the manufacturer;
11. Failed repairs carried out under the manufacturer's warranty;
12. Repairs carried out by a technician not assigned by the **Claims Administrator**
13. Fading, effect of sunlight or non-colour fast materials
14. Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance
15. **Consequential** Loss of any kind and or loss of use;
16. Structural defects first discovered during the manufacturer's warranty period
17. **Accidental damage, Accidental staining**, or **Structural damage** not consistent with the original claim or misrepresentation of an occurrence;
18. Service costs where having arranged for the attendance of a technician they are unable to gain access to the Furniture. In such instances You will be responsible for the cost of the service request to the technician before they will re-attend;

CANCELLATION RIGHTS

You have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. This is known as **Your** cooling off period. **You** do not need to provide a reason for cancellation, and We will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

Thereafter, **You** may cancel the insurance cover at any time by informing the **Administrator** however no refund of premium will be payable.

CANCELLATION BY US

We may at any time cancel any insurance policy 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:

a) Non-payment of premium;

b) Threatening and abusive behaviour;

c) Failure to provide documents;

d) Non-compliance with policy terms and conditions.

If **We** cancel **Your** policy, **We** will provide a refund of Your premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

WHEN COVER ENDS

Cover will terminate immediately, and **You** will lose all rights to the benefits under this Insurance policy.

1. If the premium for this **Policy Schedule** is not paid
2. On the insurance Expiry Date as shown within **Your Policy Schedule**
3. If **You** modify the Insured Item(s)
4. In the event of a claim that has resulted from a breach of any of the terms in this policy;
5. Following payment(s) and/or cost incurred by the Insurer in relation to any one claim or the total of all claims, made by **You** throughout the **Period of Insurance**, reaching the **Claims Limit**
6. In the event of fraud, misrepresentation or dishonesty of any kind by **You**, or anyone acting on Your behalf, in relation to this policy or any claim
7. The date **We** replace **Your Insured Items** in full or the date **We** compensate **You** for the full loss of **Your Insured Items**
8. The date **You** or **We** cancel the policy.

HOW TO MAKE A CLAIM

In the event of a claim, the **Claims Administrator** may appoint an authorised technician to assess **Your** claim.

In the first instance please complete the online claim form at https://mbginsurance.co.uk/furniture-claim-forms/ Please note that failure to provide all information at this point may mean that **We** will be unable to process **Your** claim.

Alternatively, **You** can write to the **Claims Administrator** at:

MB&G Insurance
Cobalt Business Exchange,
Cobalt Park Way,
Newcastle
NE28 9NZ

Email: staingard@mbginsurance.com
Tel: 0191 258 8102

You must notify the **Claims Administrator** at the first reasonable opportunity, failure to provide this notification may result in **Your** claim either being declined or reduced in value.

When notifying the **Claims Administrator**, **You** will be required to provide the following information:

- The Certificate Number, this will be found on **Your Policy Schedule**
- Photographs of any damage to the **Insured item(s) You** require to make a claim on.

The **Claims Administrator** will assess the validity of Your claim and where, in the opinion of the **Claims Administrator**, an authorised technician will visit Your address as listed on **Your Policy Schedule** to carry out an inspection/repair. The technician will recommend an appropriate course of action to the **Claims Administrator**.

In the event of a valid claim, cover shall be limited strictly to the affected room or area where the insured damage has occurred. For furniture claims, the **Insurer** will not be responsible for replacing an entire set of **Insured Items** where the items are sold separately and only one item is damaged. If the damaged item cannot be replaced with the same or a similar item because it is no longer available, the **Insurer** will not provide cover for replacement of the remaining items in the set.

For example, where a sofa and armchairs are sold as separate items and a damaged armchair can no longer be replaced, cover will be limited to the damaged armchair only and will not extend to replacing the entire suite.

For Carpet claims, the **Insurer** will not be responsible for the replacement, repair, matching, continuation, or blending of flooring in adjoining, connecting, or non-impacted rooms or areas, even where the same or similar flooring cannot be matched.

If **Your** claim is settled by replacement of the **Insured Item(s)**, **We** will arrange for the removal of the existing flooring being replaced.

If **You** do not wish to accept a replacement and instead request a cash settlement, **We** can confirm that any cash settlement payment will be based on the Insurer's settled value, which is calculated at 70% of the agreed claim value.

For the avoidance of doubt, this 70% valuation applies only to cash settlement payments and does not apply where a replacement **Insured Item(s)** are provided.

If **You** decide that **You** wish to retain the existing **Insured Item(s)** where it has been deemed **Beyond Economic Repair (BER)**, a salvage value will be applied to the **Insured Item(s)** t and deducted from any claim settlement amount.

You cannot sell or dispose of such Items without written confirmation from the **Claims Administrator**.

Where the **Insured Item(s)** or any part of the **Insured Item(s)** are replaced, the time taken to replace such an item or parts will be according to the suppliers of that item (or parts) quoted delivery time.

The **Claims Administrator** always act as agents of the **Insurer** in dealing with **Your** claim.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

SALE OF THE POLICY

Please contact:

Please contact the retailer who arranged the Insurance on your behalf.

CLAIMS
MB&G Insurance Services Limited
Cobalt Business Centre
Cobalt Park Way
Newcastle, NE28 9NZ

Email: CVT@mbginsurance.com
Tel: 0191 258 8102

In all correspondence, please state that **Your** insurance is provided by Novus Underwriting Limited on behalf of Accredited Insurance (UK) Limited.

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower, London E14 9SR
Tel: 0300 123 9 123

Email: complaint.info@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 Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Instead of using The Financial Ombudsman Service, **You** can choose to refer **Your** complaint to the Maltese Office of the Arbiter for Financial Services but it is unlikely you'll be able to use both services.

How to get in touch with the Maltese Office of the Arbiter for Financial Service

Post:
Office of the Arbiter for Financial Services
1st Floor
St Calcedonius Square
Floriana FRN 1530, Malta
Freephone: 80 072 366

Telephone: (+356) 21 249 245
Email: complaint.info@asf.mt
Web: https://www.financialarbiter.org.mt/

If **Your** complaint is looked at by the Maltese Office of the Arbiter for Financial Services, you'll pay them a fee of €25, which may be reimbursable in specific circumstances. **You** can look at their website for more information: https://www.financialarbiter.org.mt/content/step-3-complain-us

Information You have provided - Insurance Act 2015

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration and the application form and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your** policy during the **Period of Insurance**, or if **You** make a claim under this policy. **You** must tell Us of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** takeout or make changes to **Your** policy. If any information You provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

COMPENSATION SCHEME

Accredited Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Accredited Insurance (UK) Limited 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY.

PERSONAL INFORMATION

We and the **Administrator** are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

If **You** would like to read Accredited Insurance (UK) Limited, full privacy policy, please visit their website at https://www.accreditedinsurance.com/terms-and-conditions-europe-uk/

Subrogation

The **Insurer** reserves the right to take over and carry out the defence or settlement of any claim after a payment has been made under this policy. Legal action may be taken in the name of the insured to recover payment from a third party made under this policy.

Other Insurance

If at the occurrence of a claim there exists any other insurance which would entitle the insured to indemnity then this policy shall only contribute its rateable proportion of such loss.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, if **You** appear on the HM Treasury Sanctions List, OFAC sanctions list, or any other sanctions list or where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **We** transact business.

Arbitration/Dispute Resolution clause

In the event of a claim and liability having been rejected by the **Insurer**, the **Insurer** shall not be liable for this claim after the expiry of three months from the date of rejection unless within that time the claim is subject to arbitration.

Cyber Clause

We will not pay for any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, or arising from the use of, or inability to use, any computer system, software, malicious code, computer virus, cyber-attack, or denial of service attack

Terrorism Clause

We will not pay claims occurring directly or indirectly as a result of an act of terrorism. This includes but is not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Pandemic/Notifiable Disease clause

We will not pay any claim arising directly or indirectly from, or in connection with, any epidemic or pandemic as declared by the World Health Organization (WHO) or any governmental authority.