

# Terms and Conditions of Insurance

Thank you for choosing HFR Warranties ("A trading name of the Emmiera Group 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 Insurance Certificate please follow the process detailed under "Claims Procedure".

Subject to the level of cover provided, details of which can be found on the front of your Certificate we will indemnify you against the costs of removing stain damage and accidental damage relating to your furniture or carpet in accordance with the terms and conditions shown below provided the premium (which includes Insurance Premium Tax) has been paid for the cover selected.

This policy is a contract between You and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchetts Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is evidence of a contract of insurance and will only become effective when We have received payment in full. The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Territorial Limits**

Emmiera Group Limited is authorised and regulated by the Financial Conduct Authority.

## What to Do in the Event of an Incident or Spillage.

In the event of an incident, you must contact the service provider for instructions before attempting to clean or repair the affected furniture. You should only clean the affected furniture following the direction from the service provider, and by using the approved cleaning kit or method recommended. Customer Service Help line on 01384 473017 (Monday – Friday 9am-5pm).

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Certificate of Insurance.

- **Administrator:** HFR Warranties, Unit 8, Waterfront Business Park, Brierley Hill, West Midlands, DY5 1NX.
- **Service Provider:** Emmiera Group Limited, Unit 8, Waterfront Business Park, Brierley Hill, West Midlands, DY5 1NX.
- **Insured, You, Your:** The person(s) whose name and address is shown on the Certificate of Insurance.
- **Insurer / We / Us / Our:** Acasta European Insurance Company Limited
- **Furniture:** The item or items detailed on your sales receipt and the subject of this Certificate as stated overleaf.
- **Service Request:** The request for a technician to attend to your home during normal working hours (8am – 5pm Monday to Friday).

- **Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

## Limit of Indemnity

We will pay for cleaning, repairs and part or full replacement up to a maximum of £10,000 for damaged furniture, or up to the original purchase price of either article, whichever is the lower 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.

## Territorial Limits

The insurance is limited to the United Kingdom, the Channel Islands and the Isle of Man.

## Period of Insurance

Cover under this Certificate of Insurance will commence on the date of delivery of the furniture item(s) covered as stated overleaf and will continue, subject to the terms set out in this Certificate of Insurance, for a period of five years inclusive of the supplier's 12 month warranty period. Cover for structural defects is limited to 48 months and will commence 12 months after the date of delivery of the furniture.

## What is covered

The following occurrences of stain damage and accidental damage are covered under this Certificate of Insurance subject to the cover you have selected and the exclusions listed under "What is not covered".

## Upholstery

Where shown on your Certificate, Stains on fabric or leather furniture, mattresses (including mattress protectors) and carpets which are sudden and accidental resulting from;

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|--------------------------------|--|
| • Food and beverages;          | • Glue and superglue;  |
| • Ink, paint and dye;          | • Dye transfer from clothing and newspaper print;                  |
| • Human and pet bodily fluids; | • Acids, bleaches, caustic and corrosive solutions and substances. |
| • Cosmetics, soap and shampoo; |  |
| • Wax and wax polish;          |  |

Where shown on your Certificate Structural defects to fabric or leather furniture, mattresses (including mattress protectors) following the expiry of the supplier's warranty caused by;

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| • Defects to frames caused by breakage or becoming warped;  | • Broken zips, castors, and buttons;                   |
| • Defects of mechanical, electric recliners and components; | • Separation of seams and stitching;                   |
| • Bending and breakage of metal components;                 | • Lifting or peeling of the hide on leather furniture; |
|   | • Loss of resilience to foam and fibre interiors.      |

Where shown on your Certificate, Accidental Damage on fabric, leather furniture, mattresses & mattress protectors caused by;

Rips, tears, burns, scuffs, scratches and punctures. Accidental Damage includes damage caused by pets. Damage caused by pets (that is not extensive) is limited to three (3) claims during the period of insurance.

## Cabinet & Bed Frames

Where shown on your Certificate Stains and Accidental Damage to cabinet furniture, bed frames & mattresses which is sudden and accidental resulting from:

- Water, liquid or heat marks from items in normal household use;
- Breakage, dents, chips, scratches which have penetrated through the surface finish; or
- Breakage, scratches and chips of glass or mirrors occurring during normal household use.

Structural Defects to cabinet furniture, bed frames & mattresses following the expiry of the manufacturer's warranty caused by;

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| • Defects to frames caused by breakage or becoming warped;             | • Bending and breakage to metal components;                               |
| • Peeling of the finish on solid wood, veneered or laminate furniture; | • Broken zips, castors, and buttons;                                      |
| • Defects of mechanical, electric recliners and components;            | • Separation of seams and stitching;                                      |
|  | • Lifting or peeling of the hide on leather bed frames and dining chairs; |

## What is Not Covered

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;
  - b. To insured items used for rental / sublet or commercial purposes, or furniture in storage or transit;
  - c. By contractors working in or on the premises where the furniture is being used;
  - d. By the failure of plumbing, drainage, electrical or central heating systems including leaking radiators or pipes;
  - e. By or resulting from misuse or mishandling;
  - f. By or resulting from abuse, neglect, violence or vandalism;
  - g. Removal of stains caused by a build up of perspiration, hair and body oils;
  - h. By accumulated multiple stains or any unidentifiable stain;
  - i. By any spill or stain not attended to in a manner described by the administrator;
  - j. By fire, fire damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidation, or any other natural disaster
  - k. By any other cause not specifically mentioned under "What is Covered".
- 2) Removal of odours even when caused by a stain;
- 3) Stains & damage that is consistent with wear and tear
- 4) Stains & damage or anything that happens gradually including dye transfer;
- 5) Damage caused by insects, non domestic animals or wild birds
- 6) Pet damage which is extensive and/or not a single incident;
- 7) The use or application of cleaning substances or materials other than those provided by the service provider;
- 8) The incorrect use of any cleaning substances or materials;
- 9) Insured items that do not meet the minimum requirements of the British furniture industry;
- 10) Fabric failure, including fraying & lost buttons;

- 11) The cost of replacing your insured item in the event of staining or damage to arm caps or scatter cushions;
- 12) Failure to comply with the manufacturer's, supplier's, or insurance or service providers instructions;
- 13) Use of the furniture in a manner other than that intended by the manufacturer;
- 14) Loss of resilience of foam cushions if under 30%; This is defined as the depressed cushion not returning to within 30% its original height or volume;
- 15) Natural characteristics of leather, such as brands, bites, tick marks and opened scars;
- 16) Failed repairs carried out under the manufacturer's warranty;
- 17) Repairs carried out by a technician not assigned by the service provider;
- 18) Damage caused by a contractor, cleaner or plumber
- 19) Fading, effect of sunlight or non-colour fast materials;
- 20) Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
- 21) Consequential loss of any kind and or loss of use;
- 22) Structural defects first discovered during the manufacturer's warranty period;
- 23) The cost of replacing undamaged carpet beyond the boundary of the room where the carpet is damaged even if there is a common design or colour;
- 24) Damage not consistent with the original claim or misrepresentation of an occurrence;
- 25) Service costs where having arranged for the attendance of a service provider 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 service provider before they will re-attend.
- 26) Any Costs

## General Exclusions

### War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

### Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

### Radiation

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

### Electronic Data

Any consequences, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### Cyber Loss Absolute Exclusion Clause

- 1) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- 2) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
- 3) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- 4) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- 5) Data means information used, accessed, processed, transmitted or stored by a Computer System

### Cover Conditions

#### Duty of Care

The existence of this Insurance Certificate does not eliminate the need for you to maintain the furniture to a standard as directed by the manufacturer and keeping the furniture clean and out of direct sunlight.

#### Transfer of Insurance

You can transfer this Certificate of Insurance to another named party (subject to the payment of a £35.00 administration fee) by returning the document to the administrator and supplying the full name and address of the new party.

#### 1. Observance of policy Terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything We ask for, in writing to;  
Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA
- (e) report to Us full and factual details of any claim as soon as possible and give Us any information We need.

#### 2. Your responsibilities

You must co-operate fully with Us and must keep Us up-to-date with the progress of the claim.

#### 3. Reporting a claim

You must notify the **Claims Administrator** as soon as possible, but within 14 days of the date the accident or damage has occurred. The claims notification number is 01384 473017 (Monday – Friday 9am-5pm). The claims website is [www.furnitureinsurance.co.uk](http://www.furnitureinsurance.co.uk) which is available 24 hours a day.

#### 4. Recoveries/Subrogation

We reserve the right to take legal proceedings in Your name, at Our own expense and for Our own benefit, to recover any costs or damages We have paid out under this insurance to anyone else. If any **Insured Person** recovers any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to Us.

#### 5. Dispute Resolution

If any dispute between the **Insured Person** and Us arises from this policy, the **Insured Person** can make a complaint to Us as described on the back page of this policy and We will try to resolve the matter. If We are unable to satisfy the **Insured Person's** concerns the **Insured Person** can ask the Financial Ombudsman Service to arbitrate over the complaint.

#### 6. Assignment

This insurance is between and binding upon Us and You and Our/Your respective successors in title, but this insurance may not otherwise be assigned by You without the Our prior written consent.

#### 7. Waiver

If the Insurer or any Insured Person fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 8. Governing law

This insurance is governed by the law of England and Wales.

#### 9. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

#### 10. Fraudulent claims

We may, at Our discretion, void the policy from inception, or from the date of claim, or alleged claim, or We may not pay the claim if:

- b) a claim made by You to obtain benefit under this policy is fraudulent or intentionally exaggerated, whether material or not; or
- c) a false declaration or statement is made in support of a claim.

## 11. Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## 12. Other insurances

If the insurance provided by this Policy is also covered by another policy, or would have been covered if this Policy did not exist, We will only pay Our share of the claim, even if the other insurer refuses the claim.

## 13. Period of Insurance

The **Period of Insurance** will end on the date specified in Your policy schedule or when You make a claim, whichever happens first. For further terms please see the **WHEN WILL COVER END** section.

## Data Protection

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identify. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

## CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i. Supply accurate and complete answers to all the questions We or the **Administrator** may ask as part of Your application for cover under the Policy;
- ii. To make sure that all information supplied as part of Your application for cover is true and correct;
- iii. Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

## INVALID COVER BENEFIT

If any **Benefit** is paid which is found to have been made as a direct or indirect result of Your fraud, recklessness or negligence, then all payments may be forfeited and We reserve the right to demand that any sum paid by Us is repaid by You and/or take the appropriate legal action against You.

## Cancellation Rights

We hope you are happy with the cover this policy provides. However, if you decide that for any reason, this Policy does not meet your insurance needs then please return it to your administrator within 14 days from the day of purchase or the day on which you receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing your administrator however no refund of premium will be payable.

## When Cover Ends

Cover will terminate immediately and you will lose all rights to the bene-fits under your Certificate of Insurance:

- 1) If the premium for this Certificate of Insurance is not paid.
- 2) On the Certificate end date as shown overleaf.
- 3) If you modify the insured furniture.
- 4) In the event of a claim that has resulted from a breach of any of the terms in this Certificate of Insurance.
- 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 insurance period, reaching the limit of indemnity.
- 6) In the event of fraud, misrepresentation or dishonesty of any kind by you, or anyone acting on your behalf, in relation to this insurance or any claim.
- 7) The date we replace your furniture in full or the date we compensate you for the full loss of your furniture.
- 8) The date you or we cancel the Certificate.

Valid claims will be settled by cleaning, repairing or replacing the damaged product. If a repair can be made, it must be considered prior to a replacement being considered. Neither the value of repairs or replacement shall exceed the maximum liability.

Over time the colour, shade and appearance of your product is likely to change and therefore in the event new covers are required we will supply parts based on the original appearance of your product. Wherever possible we will try and limit any differences but our liability is to repair the product based on the original specification. We may decide to offer you a cash settlement in lieu of a repair for the value of our repair.

In the event of a stain claim the Administrator's first response may be the despatch of a specialist cleaning product for your stain along with a claim form. If the cleaning product is unsuccessful in removing the stain then please complete the claim form and the Administrator may then arrange for an inspection of your furniture to decide upon the most economical method of settling your claim.

Where we are not able to clean, repair or replace the damaged product satisfactorily we will issue a credit note for use at the same retailer from which you originally purchased the product. If the retailer has ceased to trade or has moved, we will issue a credit note for use at a similar retailer of our choice that is local to you.

The value of the credit note will be the amount you paid for the product less any previous claim costs, subject to the maximum liability. Where items are non-integral and therefore easily separated, such as a sideboard and chest of drawers or arm caps, scatter cushions and other accessories, they are treated as separate products in the event of a claim.

If your claim is settled by credit note we reserve the right to take sole ownership of the defective product. If we chose to take ownership, the defective product will be collected following the delivery of the replacement product. If we choose not to collect the defective product as above, the ownership of it and the responsibility for it will remain solely with you'

## SALE OF THE POLICY

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

## COMPLAINTS PROCEDURE

We will always try to give you a quality service. If you think We have let You down, please write to Us. To enable Us to deal with any concerns swiftly, We have made arrangements for these to be dealt with in the UK by the **Service Provider**.

Please write to: Emmiera Group Limited, Unit 8, Waterfront Business Park, Brierley Hill, West Midlands, DY5 1NX. Or You can either email the Administrator at [info@hfrclaims.co.uk](mailto:info@hfrclaims.co.uk) or phone the Administrator on 01384 473017.

Details of the HFR Administrations Complaints Handling process will be sent to You on request. If you are still not satisfied, You can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Using this service does not affect Your right to take legal action.

