

Littlewoods Protect – Furniture Terms and Conditions

1. INTRODUCTION

Littlewoods Protect – Furniture insurance for **accidental staining, accidental damage and structural defects** is arranged by Shop Direct Finance Company Limited, administered by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Shop Direct Finance Company Limited is registered in England and Wales under Company No. 4660974, with its registered office address at First Floor, Skyways House, Speke Road, Speke, Liverpool, L70 1AB. Shop Direct Finance Company is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 312190).

Castelan Limited is registered in England and Wales under Company No. 7637133, with its registered office address at Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Castelan Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 572287).

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH. Novus Underwriting Limited is an appointed representative of Direct Insurance Group Plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306080).

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (Firm Reference No. 454140).

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

The authorisation details of each firm can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling 0800 111 6768.

furniturewarranties@castelanguroup.com or call the **administrator** on **0333 015 1182**.

You and your family must take all reasonable precautions to safeguard the product and to avoid damage to it. This includes, but is not limited to, ensuring that the product is maintained in accordance with the manufacturer's instructions. If you fail to do so any claim you make may be rejected by the administrator.

HOW TO CLAIM: Register **your** claim online at claim.castelanguroup.com or call the **administrator** on **0333 015 1182** as soon as possible, but no longer than 28 days after noticing the damage. For more information, please see section 7 'Claim Process'.

2. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold:

Accidental damage: The sudden and unforeseen damage to the **product(s)** not otherwise excluded under this policy.

Accidental staining: The sudden and unforeseen contact between the **product(s)** and a substance resulting in a stain to the **product(s)** not otherwise excluded under this policy.

Administrator: Castelan Limited, appointed to administer this policy on behalf of the **insurer**.

Data Controller: The **insurer** and the **administrator**, who each determine the purposes and means of processing **your** personal data.

Insured, you, your: The person or persons whose name and address is detailed under the '**Insured**' section on **your** Certificate of Insurance.

Insurer, our, us, we: Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Period of cover: The period starting on the 'Delivery Date/ Inception Date' and ending on the 'Expiry Date' on **your** Certificate of Insurance.

Product(s): The item(s) detailed under the '**Product(s) Covered**' section on **your** Certificate of Insurance.

Structural defects: Faults found outside of the manufacturer's warranty period that have occurred due to faulty or defective components.

UK: The United Kingdom of Great Britain and Northern Ireland (excluding Isle of Man and the Channel Islands).

Wear and tear: The gradual deterioration associated with normal use and age of the **product**.

Please read this document carefully as there are conditions and exclusions which limit **your** cover and **we** do not wish **you** to discover after an incident has occurred that **you** are not **insured**. If **you** have any queries, please email the **administrator** at

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3. WHO IS COVERED

You are eligible to take out this policy if **you** meet all of the following criteria:

- **you** are 18 or older at the date of purchase
- **you** are resident in the **UK**; and
- **you** purchased **your product** from the retailer Shop Direct Home Shopping Limited, trading as Littlewoods.

4. WHAT IS COVERED

At **our** discretion, and where appropriate, **we** will clean or repair **your** damaged **product** or provide an alternative settlement in the event of **accidental staining, accidental damage** or **structural defects** as set out below:

ACCIDENTAL STAINING from any substance including, but not limited to:

- 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

ACCIDENTAL DAMAGE including, but not limited to:

- Water, liquid or heat marks
- Tears
- Rips
- Dents and Punctures
- Chips
- Burns
- Scratches
- Scuffs
- Broken Glass (where applicable)
- Breakage of frame components

IMPORTANT: Accidental staining and **accidental damage** provides cover for specific accidental events and staining. It is not a general cleaning or maintenance contract. As such, cover is not provided for staining or damage, accidental or otherwise,

which has occurred or accumulated over a period of time.

STRUCTURAL DEFECTS including, but not limited to:

- Defects to frames
- Defects to fabric materials such as fraying
- Peeling of the finish on solid wood
- Bending and breakage to metal components
- Excessive loss of resilience to cushion interiors
- Defects to 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 leather and vinyl
- Broken springs and excessive stretching of webbing

IMPORTANT: Structural defects arising during the manufacturer's warranty period should be reported to the manufacturer or Shop Direct Home Shopping Limited from whom **you** purchased **your product** to be dealt with under the manufacturer's warranty.

5. WHAT IS NOT COVERED

Any claim for or resulting from the following will not be covered:

- (a) Damage caused deliberately by **you** or any person.
- (b) Any damage resulting from **wear and tear**.
- (c) Any damage resulting from neglect, abuse, or misuse of the **product**.
- (d) The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**.
- (e) **Structural defects** in **products** manufactured with a defective design or specification and subject to a manufacturer recall.
- (f) Changes in colour to any part of the **product** caused over time by sunlight, perspiration, natural hair and body oils or **wear and tear**.
- (g) The gradual accumulation of staining or dye transfer.
- (h) The overloading of drawers or shelves.
- (i) **Accidental staining** or **accidental damage** caused by the use of incorrect or inappropriate cleaning **products** or cleaning methods.

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- (j) The removal of any odour unless caused by a stain covered by this policy.
- (k) Damage caused by any animal other than **your** pet(s).
- (l) Natural characteristics of leather such as brands, bites, tick marks and opened scars.
- (m) Costs, expenses or any other financial loss, such as loss of earnings, other than the cost **we** agree for cleaning, repairing or replacing the **product**.
- (n) Use of the **product** in business premises or in residential premises which **you** let or sublet.
- (o) Use of the **product** outside the **UK**.
- (p) **Structural defects** first discovered before the expiry of the manufacturer's warranty period.
- (q) Damage not consistent with the original claim or misrepresentation of an occurrence.
- (r) 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.
- (s) Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense) caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- (t) Radiation: Any direct or indirect consequence of radiation 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.

6. PERIOD OF COVER

ACCIDENTAL STAINING AND ACCIDENTAL DAMAGE: **Your** cover for **accidental staining** and **accidental damage** will start as follows:

- where **you** have purchased this policy at the same time as **your product**, **your** cover will start on the date **your product** is despatched. This is shown as

the '*Delivery Date*' on **your** Certificate of Insurance or

- where **you** have purchased this policy after buying **your product**, **your** cover will start on the date **you** purchase **your** policy. This is shown as the '*Inception Date*' on **your** Certificate of Insurance.

If the actual delivery date of **your product** differs to that shown on **your** Certificate of Insurance, please notify the **administrator** at the point of claim or by emailing mypolicy@castelgroup.com quoting **your** Certificate Number and the actual delivery date of **your product**.

STRUCTURAL DEFECTS: **Your** cover for **structural defects** will start following the expiry of the manufacturer's warranty period.

Your policy will end as soon as any of the following events occur:

- **your** policy expires on the '*Expiry Date*' as set out in **your** Certificate of Insurance; or
- **you** return **your product** to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy; or
- **your** claim has been settled by an alternative settlement; or
- **you** or the **insurer** cancels the policy in accordance with section 9 '*Cancellations and Refunds*'; or
- **you** modify the **product**.

If **you** cancel the purchase of **your product** before it is delivered to **you** or **you** return **your product** to the retailer, Shop Direct Home Shopping Limited, in accordance with its returns policy, **we** will cancel **your** policy automatically and **you** will receive a refund of premiums as set out in section 9 '*Cancellation and Refunds*'.

This policy will not be renewed.

7. HOW TO MAKE A CLAIM

HOW TO CLAIM: **You** can register **your** claim online at claim.castelgroup.com or telephone the **administrator** on **0333 015 1182** as soon as possible, but no longer than 28 days after noticing the damage. If **you** report a claim after 28 days **we** may not consider **your** claim. Claims outside this timeframe will be considered on a case by case basis.

HOW WE WILL SETTLE CLAIMS:

- Valid claims will be settled by cleaning or repairing the damaged **product**. If the **product** cannot be

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cleaned or repaired, **we** will provide an alternative settlement.

- **You** can make an unlimited number of claims for cleaning and repair.

CLEANING: In the event of a claim for **accidental staining**, the **administrator's** first response may be the despatch of a specialist cleaning **product** for **you** to use on the stain along with a claim form. If the cleaning **product** is unsuccessful in removing the stain, please complete the claim form and the **administrator** may then arrange for an inspection of **your product** to decide upon the most economical method of settling **your** claim, which may involve **us** arranging a visit to **your** home to complete a repair.

REPAIRS: **Our** technicians carry with them most of the equipment needed to complete the repairs in **your** home on **our** first visit, but on occasion **we** will need to order parts to complete the repair. Where leather and fabric parts are ordered it is important to note that 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** the option of a cash settlement to the value of **our** repairs, in lieu of any repairs being carried out. This will not terminate **your** policy.

If **we** arrange for a technician to attend **your** home to inspect the **product** and the technician is unable to gain access to the **product**, **you** will be responsible for the cost of the appointment before **we** will arrange for the technician to re-attend. The **administrator's** standard missed appointment fee is £20.

ALTERNATIVE SETTLEMENT: If **we** are not able to clean or repair the damaged **product** satisfactorily **we** will contact **you** to arrange an alternative settlement. The value of the alternative settlement will be limited to the amount **you** paid for the **product**.

If **we** provide **you** with an alternative settlement, **we** reserve the right to take sole ownership of the defective **product**. If **we** choose to take ownership, the defective **product** will be collected from **you** following the provision of the alternative settlement. If **we** choose not to collect the defective **product** as above, the ownership of it and the responsibility for it (including disposing of it) will remain solely with **you**.

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.

8. FRAUDULENT CLAIMS

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- makes a claim under **your** policy knowing the claim to be false or fraudulently exaggerated in any respect;
- makes a statement in support of a claim knowing the statement to be false in any respect;
- submits a document in support of a claim knowing the document to be forged or false in any respect; and/or
- makes a claim in respect of any loss or damage caused by **your** wilful act,

we may:

- not pay the claim or any other claim made under **your** policy;
- declare **your** policy void and not make any return of premium;
- be entitled to recover the amount of any claim already paid under **your** policy from **you**; and/or
- inform the police of the circumstances.

9. CANCELLATION AND REFUNDS

If, for any reason, **you** are not satisfied with **your** policy **you** can cancel it at any time and receive a refund of premium as follows:

- if **you** cancel **your** policy within the first 28 days and have not made a claim under **your** policy, any premium **you** have paid will be returned to **you** in full; or
- if **you** cancel **your** policy within the first 28 days and have made a claim under **your** policy, any premium **you** have paid will be returned to **you** after the value of the claim has been deducted; or
- if **you** cancel **your** policy after the first 28 days and have not made a claim, **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover**; or
- if **you** cancel **your** policy after the first 28 days and **you** have made a claim under **your** policy, **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** after the value of any claim(s) have been deducted.

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The 28 day period begins on the 'Delivery Date' or 'Inception Date' set out in **your** Certificate of Insurance or the date **you** received these policy documents, whichever is later.

To cancel **your** policy, please contact the **administrator** by emailing mypolicy@castelanguroup.com or writing to Finance Administration, Castelan Group, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, quoting **your** Certificate Number and explaining **your** reasons for wanting to cancel **your** policy. Where premium is due to be returned to **you**, this will be refunded through **your** original method of payment.

The **insurer** may at any time cancel any insurance document 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:

- fraud;
- non-payment of premium;
- threatening and abusive behaviour;
- non-compliance with these Terms and Conditions;
- **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Provided the premium has been paid in full, **you** will be entitled to a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** less the value of any claims made under the policy.

10. GENERAL ADMINISTRATION TERMS AND CONDITIONS

- The **administrator** will administer **your** policy and settle all claims in accordance with these Terms and Conditions.
- **You** are responsible for informing the **administrator** of a change of **your** address by emailing mypolicy@castelanguroup.com or by telephone on **0333 015 1182** or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY.
- **You** cannot transfer this policy to another person.
- When **your** cover under the policy ends it will not have a cash or surrender value.
- **We** may amend these Terms and Conditions for legal or regulatory reasons. Where this change benefits **you**, **we** will make the change

immediately and notify **you** of the change within 28 days. In all other cases **we** will write to advise **you** of the change at least 28 days prior to any change taking effect. If **you** wish to cancel **your** policy, **you** may cancel it and **you** will receive a pro rata refund of the premium paid for the policy based on the number of full months remaining on the **period of cover** after the value of any claim(s) have been deducted, where applicable.

- This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or Wales.
- To improve the quality of **our** service, **we** will monitor and record some telephone calls.

11. MAKING A COMPLAINT

If **you** have a complaint about how **your** claim has been handled, or how **your** policy has been administered, please contact the **administrator** by email at customercare@castelanguroup.com or by telephone on **0333 015 1182**, or by writing to Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset BS23 3QY.

In some cases the **administrator** may refer **your** complaint to Novus Underwriting Limited. **You** can contact Novus Underwriting Limited by email at complaints@novusunderwriting.com or by writing to 4th Floor, 34 Lime Street, London EX3M 7AT.

If **you** have a complaint relating to the sale of **your** policy, please contact Shop Direct Finance Company Limited by telephone on 0800 092 9051 or by writing to Insurance Customer Services, Sandringham House, Sandringham Avenue, Chelmsford CM92 1LH.

If **you** are not happy with the outcome of **your** complaint, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service by writing to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or by telephone on 0300 123 9 123 or by visiting www.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 authority Trading Standards Service or Citizens Advice Bureau.

12. FINANCIAL SERVICES COMPENSATION SCHEME

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme ('FSCS'). **You** may

be entitled to compensation from the scheme if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet its 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 by visiting 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.

13. DATA PROTECTION

We and the **administrator** are Data Controllers (as defined by the General Data Protection Regulations) for the data **you** provide to **us**.

We need to use **your** data in order to arrange **your** policy and associated **products**. **We** may collect personal information about **you**, including:

- name, address, contact details
- financial information such as bank details
- details of any claim

We may also collect sensitive personal information about **your** health where **we** consider a change to **our** procedures will likely provide **you** with a better customer outcome. This will only be collected with **your** consent.

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 **us** in relation to **your** policy. It may be used by **our** relevant staff in making a decision concerning **your** policy and for the purpose of servicing **your** policy. It may be held by the **administrator** for 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 identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may use these records to:

- help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
- trace debtors, recover debt, prevent fraud, and manage **your** insurance policies; and/or
- 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 during such transfers by contracting parties to EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EEA.

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 Data Protection 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 by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or by telephone on 0303 123 1113.

For more information about how the **administrator** uses **your** data, please see the **administrator's** privacy notice at www.castelgroup.com/privacy-notice.