

# Insured: Sample

Certificate no:

Sample

What is covered:

Accidental Staining

Accidental Damage

Structural Defects

This is to certify that in return for the premium **you** have paid and subject to the Terms and Conditions of this policy, American International

Group UK Limited agree to meet the type of claims set out above under 'What is Covered' that are made by the **insured** for the **products** occurring during the **period of cover**.

Your policy does not cover every eventuality. Please read the Terms and Conditions carefully for full details of what is covered, what is not covered and how to make a claim. This document contains all the Terms and Conditions that apply to this policy. If you have existing policies that give the same cover elsewhere, you will need to consider whether you may be paying for duplicate cover.

HOW TO CLAIM: Register your claim online at claim.castelangroup.com or call 0333 015 1182

# Product(s) covered:

Start Date:

**Expiry Date:** 

Product:

Warranty Price:

Sample

IMPORTANT: **We** realise that **you** may not receive **your product** for several days after **you** place **your** order which in some cases may mean that **your** *Start Date* will pre-date **your** receipt of the **product**. Any claims made towards the end of the **period of cover** under **your** policy will take this into consideration. If **you** would prefer to update the *Start Date* shown on **your** Certificate of Insurance, **you** can contact the **administrator** at any time by emailing mypolicy@castelangroup.com.

**DEMANDS AND NEEDS:** This insurance policy meets the demands and needs of those who wish to insure their furniture against **accidental staining, accidental damage** and **structural defects** for the **period of cover**.



### 1. INTRODUCTION

Very 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 American International Group UK Limited.

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 IAB. 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, Westonsuper-Mare, North Somerset, BS23 3QY. Castelan Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 572287).

American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 781109). This information can be checked by visiting the Financial Services register: www.register.fca.org.uk

American International Group UK Limited is registered in England (company number 10737370) and has its registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB. We're also a member of the Association of British Insurers.

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.

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

You and your immediate 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.castelangroup.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 'How to make a claim'.

### 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**: American International Group UK Limited.

**Period of cover**: The period starting on the 'Start 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 British Forces Post Office addresses, the Isle of Man and the Channel Islands).

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

### 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 Very.

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### 4. WHAT IS COVERED

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.

Whether **your product** can be repaired or needs replacing is at our discretion taking into consideration the nature of the **accidental damage**, **breakdown** or **structural defect**.

### 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.
- Accidental staining or accidental damage caused by the use of incorrect or inappropriate cleaning products or cleaning methods.
- (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).
- (I) Natural characteristics of leather such as brands, bites, tick marks and opened scars.

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- (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 on the 'Start Date' shown on your Certificate of Insurance

**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 product is recalled or replaced by the retailer,
   Shop Direct Home Shopping Limited; or
- your claim has been settled by an alternative settlement; or
- you are no longer a resident of the UK; or
- you become deceased; 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'.

If during the **period of cover your product** is replaced by the manufacturer with an identical **product**, this policy will continue to provide cover on the new **product** for the term shown on the Certificate of Insurance.

If during the **period of cover your product** is replaced by the manufacturer with a different product, this policy will not continue to provide cover on the new product and **you** will need to contact the **administrator** to cancel this policy.

We realise that you may not receive your product for several days after you place your order which in some cases may mean that your Start Date will pre-date your receipt of the product. Any claims made towards the end of the period of cover under your policy will take this into consideration. If you would prefer to update the Start Date shown on your Certificate of Insurance, you can contact the administrator at any time by emailing mypolicy@castelangroup.com

This policy will not be renewed.

### 7. HOW TO MAKE A CLAIM

HOW TO MAKE A CLAIM: **You** can register **your** claim online at claim.castelangroup.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.

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HOW WE WILL SETTLE CLAIMS:

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

NOTE - The length of a claim can vary considerably depending on the nature of the claim but **we** will ensure **we** do **our** utmost to conclude **your** claim as quickly as possible.

### 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;
- inform the police of the circumstances; and/or
- we may share data with other insurers.

# 9. CANCELLATION AND REFUNDS

There are a number of instances where **you** may cancel, or should cancel, **your** policy or where **your** policy will be cancelled automatically. These are set out below:

- You can cancel your policy at any time if you are not satisfied with your policy.
- You should cancel your policy if your product has been recalled by the manufacturer and not replaced with an identical product.
- Your policy will be automatically cancelled if your product has been recalled or replaced by the retailer, Shop Direct Home Shopping.

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 Your policy will be automatically cancelled if your product has been returned to the retailer, Shop Direct Home Shopping, by you in accordance with its returns policy.

**Your** cover under this policy will also cease if **you** are no longer a resident of the **UK**.

Where **your** policy has been cancelled as a result of any of these events, **you** will be entitled to a refund of premium as follows:

- where your policy is cancelled within the first 28 days and you have not made a claim under your policy, any premium you have paid will be returned to you in full; or
- where your policy is cancelled within the first 28 days and you have made a claim under your policy, any premium you have paid will be returned to you after the value of any claims have been deducted; or
- where your policy is cancelled after the first 28 days and you 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
- where your policy is cancelled 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 claims have been deducted.

The 28 day period begins on the 'Start 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@castelangroup.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 a refund is due to **you** under these Terms and Conditions, it will be paid to **you** through **your** original method of payment, where possible.

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 or email will be sent to **you** at **your** last known correspondence 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.

In the event that **you** become deceased, **your** representative(s) should contact the **administrator** as this policy will end automatically. Where applicable a refund of any premiums paid on a pro rata basis (as outlined above) will be paid to **your** representative(s). The **administrator** will advise of the required process and any documents that may need to be provided.

# 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@castelangroup.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.

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- To improve the quality of **our** service, **we** will monitor and record some telephone calls.
- Only you (or your executor or legal representative in the event of your death) and us may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

### 11. MAKING A COMPLAINT

The **Insurer** has agreed that the **Administrator** will handle customer complaints on its behalf.

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

**You** can contact us by telephone on 0333 015 1182\*, by email to customercare@castelangroup.com or by writing to Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset BS23 3QY.

\*Lines are open Monday to Friday 9am – 5.30pm (except public holidays).

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.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If **we** are unable to resolve **your** concerns within 8 weeks, **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Call: 0800 023 4567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect **your** rights to take legal action.

### 12. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (Freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

### 13. DATA PROTECTION

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering

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- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- · Market research and analysis

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey CR9 2LG. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

Sharing of Personal Information – For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers.

We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer – Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy – More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at www.aig.co.uk/privacy-policy or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: dataprotectionofficer.uk@aig.com.

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

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