

Terms and Conditions of Insurance

Thank **You** for choosing The Emmiera Group Limited to supply **Your Furniture** insurance. **We** hope that **Your Furniture** will be trouble free, however should **You** need to make a claim under **Your** insurance policy please follow the process detailed under “Claims Procedure”.

Details of **Your** cover can be found below under “What is Covered”. **We** will indemnify **You** against the costs of removing stain damage, accidental damage and structural defects relating to **Your Furniture** in accordance with the terms and conditions shown below provided the premium (which includes Insurance Premium Tax) has been paid.

This policy is a contract between **You** and the **Insurer**, Newline Insurance Company Limited, who are registered in England, No. 04409827.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority under firm reference number 435028.

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** subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the Territorial Limits.

The Emmiera Group Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 502001.

Definitions

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

- **Administrator**; The Emmiera Group Limited, Unit 8, Waterfront Business Park, Brierley Hill, West Midlands, DY5 1LX.
- **Service Provider**; The Emmiera Group Limited, Unit 8, Waterfront Business Park, Brierley Hill, West Midlands, DY5 1LX.
- **Insured, You, Your**; The person(s) whose name and address is shown on the Policy Schedule.
- **Insurer/We/Us/Our**; Newline Insurance Company Limited
- **Furniture**; The item or items detailed on **Your** sales receipt and the subject of this insurance policy as stated in the policy schedule.
- **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 £20,000 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.

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 for accidental damage and stain damage will commence on the date of delivery of the **Furniture** item(s) and will continue, subject to the terms set out in this Certificate of Insurance, for a period of five years. Cover for structural defects is limited to 48 months and will commence 12 months after the date of delivery of the **Furniture**.

Cover Conditions

Claims Procedure - What to Do in the Event of an Incident or Spillage.

You must notify the **Administrator** as soon as possible, but within 14 days of the point that **You** become aware of the incident which may give rise to a claim. Visit **Our** website www.myfurnitureinsurance.co.uk which is available 24 hours a day, or call the claims notification number on 01384 473017 (Monday — Friday 9am-5pm).

Duty of Care

The existence of this insurance policy does not eliminate the need for **You** to maintain the **Furniture** to a standard as directed by the manufacturer and keeping the **Furniture** clean.

What is covered

The following occurrences of stain damage, accidental damage and structural defects are covered under this Policy of Insurance subject to the exclusions listed under “**What is not covered**”.

Upholstery, Cabinets, Beds & Mattresses

Stains on fabric or leather **Furniture**, cabinet **Furniture**, bed frames and mattresses which are sudden and accidental resulting from:

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

Structural defects to **Furniture**, mattresses (including mattress protectors) following the expiry of the supplier's warranty caused by:

- Defects to frames caused by breakage or becoming warped;
- Peeling of the finish on solid wood, veneered or laminate **Furniture**;
- 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 bed frames and dining **Furniture**;
- Loss of resilience to foam and fibre interiors.

Accidental Damage on **Furniture**, mattresses & mattress protectors caused by:

- Rips & tears;
- Burns;
- Scuffs, scratches and punctures;
- Dents, chips & scratches;
- Breakage, scratches of glass or mirrors;
- Pet damage;
- Breakage;
- Structural breakage.

What is not covered

- 1) Any damage (structural or otherwise), soiling or staining caused:
 - a. Prior to or during delivery;
 - b. By fire, fire damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidisation, or any other natural disaster
- 2) Structural defects first discovered during the manufacturer's warranty period
- 3) Stains and damage that are consistent with wear and tear
- 4) Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
- 5) Consequential loss of any kind and or loss of use;
- 6) Damage not consistent with the original claim or misrepresentation of an occurrence.
- 7) Repairs carried out by a technician not assigned by the **Service Provider**, or damage caused by a third party contractor
- 8) Damage to **Insured** items used for rental / sublet or commercial purposes, or **Furniture** in storage or transit;

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 the **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 the **Administrator** however no refund of premium will be payable

Transfer of Insurance

You can transfer this insurance policy 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.

To cancel or arrange the transfer of **Your** policy please contact Customer Services via telephone: 01384 473 000 or email: info@emmieragroup.com

General Exclusions

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.

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.

Sanctions

We will not provide any benefit under the policy if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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. report to the **Administrator** full and factual details of any claim as soon as possible and give the **Administrator** any information they need.

2) Your responsibilities

- Maintain any premium payments due;
- Follow the terms and conditions of the policy;
- Provide any information required by the **Administrator** to assist in the assessment of the damage and the nature of repair.

3) Claims Procedure

You must notify the **Administrator** as soon as possible, but within 14 days of the point that **You** become aware of the incident leading to the claim. Visit **Our** website www.myfurnitureinsurance.co.uk which is available 24 hours a day, or call the claims notification number on 01384 473017 (Monday - Friday 9am-5pm, excluding bank holidays).

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 **You** recover 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 **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described at the end of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

6) Governing law

Unless **You** and **We** agree otherwise, the law which applies to this policy is the law which applies to the part of the United Kingdom in which **You** live as stated on **Your** policy schedule.

Any legal proceedings between **You** and **Us** in connection with this policy therefore only take place in the courts of the part of the United Kingdom in which **You** live as stated on **Your** policy schedule.

7) 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.

8) 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:

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

9) Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract of insurance. Further information can be obtained from the Financial Services Compensation Scheme. Telephone: 0800 678 1100 or 020 7741 4100, Website: www.fscs.org.uk

10) Other insurances

If the cover 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.

11) Period of Insurance

The **Period of Insurance** will end on the date specified in **Your** policy schedule or on the occurrence of an event listed below. For further terms please see the 'When Cover Ends' section.

When Cover Ends

Cover will terminate immediately and **You** will lose all rights to the benefits under **Your** policy of insurance:

- 1) If the premium for this policy of Insurance is not paid.
- 2) On the policy end date as shown recorded on **Your** policy schedule.
- 3) If **You** modify the **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 **Period of Insurance**, 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 policy.

Settlement of Valid Claims

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 **Administrators** 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.

Where **We** are not able to clean, repair or replace the damaged product satisfactorily **We** will issue a financial settlement to resolve **Your** claim.

The value of the financial settlement will be the amount **You** paid for the product less any previous claim costs, subject to the maximum liability. Each item on the sales invoice will be treated as separate products in the event of a claim.

If **Your** claim is settled by a financial 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 following the delivery of the replacement product or on the Financial settlement of the claim. 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**”.

PRIVACY AND DATA PROTECTION NOTICE

Newline Insurance Company Ltd (the Data Controller) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data. For more information please visit **Our** website at <https://newlinegroup.com/> **We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research, or statistical purposes and to provide **You** with information, products, or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”), and **We** will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Newline Insurance Company Ltd - please see website for full address details.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner’s Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

What We process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name and residential address.
- Contact details such as email address and telephone numbers. Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

Consumer Insurance (Disclosure & 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.

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 any error or omission or accident in respect of any Computer System, Computer Network or Data;
 - 2.4 access to, processing, transmission, storage or use of any Data; 2.4. inability to access, process, transmit, store or use any Data; 2.2 any threat of or any hoax relating to 2.1 to 2.4 above.
- 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.

If the cost of Your policy is payable as part of Your finance agreement

If interest is payable as part of **Your** finance agreement and the cost of the policy is included within the agreement, the policy will also incur interest in addition to the product's purchase price (the policy is not interest-free). This interest is separate from the premium cost payable to insurers.

COMPLAINTS PROCEDURE

We appreciate feedback and are truly sorry if **We've** fallen short of **Your** expectations. Whether it's a product issue, a customer service complaint, or any other aspect that didn't meet **Your** expectations, **We're** here to work towards a resolution that leaves **You** satisfied.

Just let **Us** know: **Our** policy or claim details, What the problem is, and What would turn the problem into progress.

Contact **Us** by: Email: Escalationsinsurance@emmieragroup.com, or write to: Emmiera Insurance, Unit 8, Waterfront Business Park, Brierley Hill DY5 1LX, or Telephone **Us** on: 01384 473017.

What happens next? **Your** complaint will be acknowledged within five working days and **We** aim to resolve **Your** complaint as soon as possible from first notification. If **Your** complaint cannot be resolved within 8 weeks, **We** will notify **You** in writing to confirm both the causes of the delay and the time in which **We** expect to resolve **Your** complaint.

If **You're** still unhappy with **Our** final response, or if **We've** not given **You** a final response within 8 weeks of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

Call: 0800 023 4567 or 0300 123 9123, Email: complaint.info@financial-ombudsman.org.uk, Write: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

SALE OF THE POLICY

Please contact the retailer who arranged the insurance on **Your** behalf.