

FULL POLICY TERMS & CONDITIONS - Bensons Care and Protection

Your sales order given to You with these Terms and Conditions, forms part of the policy documentation and should be kept safely with these Terms & Conditions. The sales order will show the premium payable by You and the amount or rate of Insurance Premium Tax payable by You, for Your Care and Protection cover.

AmTrust Europe Limited (We, Us, Ourselves, Our), in return for the premium paid by the insured (You, Your), will cover You under this Insurance against the cost of removing stains or repairing damage caused by a sudden and unforeseen accidental event (Accidental Damage) to the Insured Item(s) during the Period of Insurance. If You have purchased bedroom furniture, We will also cover You against the cost of repairing structural defects occurring after the expiry of Bensons for Beds (Bensons) 12 months guarantee.

The Insured Item(s) shall mean the furniture purchased at a Bensons store, or via the Bensons internet web-site, or via the telephone, and for which you purchased Care and Protection as shown in Your Certificate of Insurance and sales order.

1. BENEFITS

- 1.1. This Insurance will cover You against the cost of repairing Accidental Damage to Your Insured Item(s) resulting in stains caused by:
 - a) food and beverages;
 - b) human and pet urine, faeces, blood and vomit;
 - c) cosmetics, hair gel, dye, spray, shampoo and conditioning products;
 - d) grease, tar, soaps;
 - e) inks, paints, dyes, wax and wax polish, glue; and
 - f) acid, bleach, caustic and corrosive solutions and substances.
- 1.2. This Insurance will also cover You against the cost of repairing Accidental Damage to Your Insured Item(s) resulting in:
 - a) rips, tears, burns, heat marks, scuffs, scratches, gouges, dents, chips and punctures;
 - b) water, liquid marks or rings from normal household food and beverages; and
 - c) chipping, scratching or breakage of glass and mirrors in dressing tables and wardrobes.

Where any damage is caused by pets, cover is limited to a maximum of three occasions during the Period of Insurance.

- 1.3. If You have purchased bedroom furniture, this Insurance will also cover You against the cost of repairing Structural Defects in Your Insured Item(s) (occurring after expiry of Bensons 12 months guarantee) resulting in:
 - a) breaking or warpage of the frames;
 - b) cracking of wooden furniture;
 - c) bending or breakage of metal components; and
 - d) broken hinges, handles, drawers and drawer runners.
- 1.4. If We are unable to remove a stain from, or make a repair to, the Insured Item(s), or if We consider it to be uneconomical to do so, We will, at Our sole discretion, offer You
 - a) a new replacement for the Insured Item(s) of identical or similar specification; or
 - b) a credit note to be put towards a new replacement for the Insured Item(s) purchased from Bensons; or
 - c) a cash settlement. In this event, this Insurance will cease and the Insured Item(s) may at Our sole option discretion become Our property.
- 1.5. During the period of this Insurance, the maximum aggregate amount We will pay under the terms of this Insurance shall not exceed the original purchase price of the Insured Item(s) as shown on Your sales order.

2. PERIOD OF INSURANCE

Cover for 1.1 and 1.2 above will be provided for a period of 5 years and will commence on the date of delivery of the Insured Item(s) to your home. Cover for 1.3 above will commence 12 months after the date of delivery of the Insured Item(s) to Your home (that is after expiry of Bensons 12 months guarantee). A Certificate of Insurance will be sent to You setting out the exact commencement and expiry dates.

3. EXCLUSIONS

This Insurance will not pay for costs arising from:

- 3.1. any damage, soiling or staining caused:
 - a) prior to, or during, delivery;
 - b) to Insured Item(s) used for rental or commercial purposes, or in storage or transit;
 - c) by lack of reasonable care, mishandling, abuse, neglect;
 - d) by deliberate damage caused by any persons;
 - e) by wear and tear, anything which happens gradually or over a sustained period of time, or by the accumulation of multiple stains;
 - f) by cleaning products not issued under this policy;
 - g) by perspiration, hair and natural body oils transferred from the hair or skin;
 - h) by more than three incidences of pet damage or any incidence of damage (other than for stain damage as provided by 1.1 b);
 - i) by fire, fire damage, smoke, ash, flood, leaks from roofs and conservatories, wind, lightning, the act of sunlight, oxidation or any natural disaster.
- 3.2. natural characteristics of leather; such as brandings, bites, tick marks, opened scars and cracking;
- 3.3. removal of odours caused by a stain;
- 3.4. colour fading or dye transfer;
- 3.5. the loss of use of the Insured Item(s) or any loss over and above the purchase price of the Insured Item(s) as shown on Your sales order; and;

- 3.6. any damage that is related to the breakage or failure of the structure or other internal mechanism of the Insured Item(s), including frames, springs, zips, loss of resilience and stitching unless You have purchased bedroom furniture where You are covered as described in 1.3 above.

4. CONDITIONS

- 4.1. This Insurance is limited to furniture bought from Bensons and used in the United Kingdom for private and domestic purposes.
- 4.2. You must comply with any manufacturer's and/or Bensons written instructions (as provided with Your furniture) for the care of the Insured Item(s).
- 4.3. All cleaning and repairs to stained or damaged furniture must be carried out by agents approved by Guardsman or Ourselves as arranged through the Claims Procedures set out under section 6 below.
- 4.4. **IMPORTANT.** Where Your purchase includes a mattress, it is a condition of this policy that You must, at all times, use the mattress protector You have been provided with. Failure to do so will invalidate any claim which You may make.
- 4.5. If You sell or give away the Insured Item(s), You may transfer this Insurance to the new owner by
 - (a) sending Your Certificate of Insurance to Guardsman at the address shown in 7.4 below,
 - (b) enclosing a cheque for £20, in respect of the administration fee, made payable to Guardsman Industries Limited, and
 - (c) providing full details of the new owner's name and address, including postcode.
- 4.6. This insurance will be cancelled and cease immediately in the event of fraud, or attempted fraud, by You against Us.

5. CANCELLATION

- 5.1. Should You wish to cancel this Insurance, Your premium is refundable in full provided that:
 - a) You notify the Bensons location (store, internet or telephone) where You purchased this Insurance within 14 days of receipt of the Certificate of Insurance, and
 - b) You have not made a claim against Us under the terms of this Insurance.
- 5.2. Should You wish to cancel this Insurance after 14 days of receipt of the Certificate of Insurance, You should write to the Care and Protection Team, Bensons for Beds Customer Service, Unit 1a, Huncoat Industrial Estate, Bolton Avenue, Accrington, Lancashire, BB5 6NJ enclosing Your original sales order and Your original Certificate of Insurance. Bensons will acknowledge receipt of Your letter and then, within a further 14 days, will calculate, and advise You of the amount of any premium refund due under this Insurance calculated as follows:
 - a) from the premium (including Insurance Premium Tax) You paid for this Insurance, We will deduct
 - (i) a cancellation fee of £25 to cover the administration costs of cancelling this Insurance and dealing with refunds of premium, commission and Insurance Premium Tax, and
 - (ii) any actual costs We have incurred in respect of any claims You have made under this Insurance;
 - b) from the result, We will calculate a proportionate refund of premium based on the number of months that Your Insurance has left to run at the date You request cancellation (including the month in which You actually cancel Your Insurance).

For example:

- if You paid £60 (inclusive of Insurance Premium Tax) for a 5 year policy; and
 - at the date You request cancellation, there has been no claims; and
 - at the date You request cancellation, there are 30 months still to run on Your Insurance (including the month in which You cancel Your Insurance), then we would calculate £60 premium less a £25 cancellation fee giving
$$\frac{\text{£}35 \times 30 \text{ months}}{60 \text{ months}} = \text{£}17.50$$
- c) if, upon receipt of Bensons letter advising You of the amount of any premium refund due under this Insurance, You wish to proceed with the cancellation, You should return the form to the Care and Protection Team at Bensons at the address shown in 5.2 above.
 - d) Upon receipt of Your confirmation to cancel, Bensons will return Your original sales order, suitably amended, together with a cheque in respect of the premium refund.
- 5.3. If We provide You with a replacement for the Insured Item(s), a credit note or a cash settlement (in accordance with 1.4 above), this Insurance will terminate.
 - 5.4. We may otherwise cancel this Insurance by giving You at least 14 days notice in writing to be sent to Your last address that is known to us. You will be entitled to a return of a proportionate part of the premium You have paid corresponding to the unexpired period of this Insurance.

6. CLAIMS PROCEDURES

- 6.1. Each and any occurrence that could give rise to a claim must be notified to the Claims Handler within 10 days of discovery by You. Any delay in notification may result in permanent damage and may invalidate Your claim under this Insurance.
- 6.2. In the event of damage to the Insured Item(s), You must:
 - (a) contact the Claims Handler by telephone on 0345 078 9602 for instructions before attempting to clean the affected area; and
 - (b) where practically possible, only clean the affected area precisely in the manner directed by the Claims Handler and only using any stain removal solution which You may be sent,

or other such method notified by the Claims Handler. The claim will be considered completed at this point unless You notify the Claims Handler within 5 days thereafter that You wish to continue with the claim.

- 6.3. When You call the Claims Handler (as set out in 6.2 above) You must have the following information available:
 - a) Your certificate number from the front of Your Certificate of Insurance, and
 - b) the telephone number on which it will be easiest for Us to contact You, and
 - c) a full and detailed description of the nature of the problem being reported.
- 6.4. The Claims Handler may attempt to resolve the problem by:
 - a) offering You cleaning advice over the telephone, and/or
 - b) sending You a claim form to complete, and/or
 - c) sending You a special cleaning kit with specific instructions as to how to use it.
- 6.5. If the actions in 6.4 above do not solve the problem, the Claims Handler may arrange for an approved cleaner or repairer to visit Your home to inspect the affected Insured Item(s) and attempt to clean and/or repair it. On completion of the visit, You will be asked to sign a satisfaction note.
- 6.6. If the approved cleaner or repairer is unable to achieve a satisfactory outcome, the Claims Handler will discuss an alternative remedy with You as set out in 1.4 above.

7. FURTHER INFORMATION

- 7.1. Bensons act on behalf of AmTrust Europe Limited when arranging Care and Protection and when collecting or refunding the Insurance premium and any applicable insurance premium tax.
- 7.2. Bensons offers Care and Protection on a non-advised basis, which means that they do not take Your personal circumstances into account when arranging Care and Protection. Similar cover may be available through Your household insurance although You may have to pay an excess for each claim. Your future premiums may increase if You make claims, and such (accidental damage) cover may only be available if You pay an additional premium.
- 7.3. This Insurance shall be governed by English law and is subject to the exclusive jurisdiction of the English Courts.
- 7.4. The Claims Handler for this Insurance is Guardsman, whose business and registered office is Guardsman Industries Limited, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD and whose registered number is 2360505.

8. ENQUIRIES AND COMPLAINTS

- 8.1. Any enquiries or complaints that You have regarding this Insurance should be addressed to the Complaints Team, Guardsman Industries Limited, 152 Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD. Please quote Your Certificate of Insurance or claim number so that Your enquiry can be dealt with quickly.
- 8.2. Alternatively, at any stage, You may have the right to contact the Financial Ombudsman Service who can review eligible complaints which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at: www.financial-ombudsman.org.uk/default.htm. Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone 0800 023 4567 or 0300 123 9 123. Email complaint.info@financial-ombudsman.org.uk.
- 8.3. The above does not affect Your statutory rights. If You have any doubts about Your statutory rights, please contact Your local Trading Standards Department or Citizens Advice Bureau.
- 8.4. This procedure will not prejudice Your right to take legal proceedings.

9. DATA PROTECTION

- 9.1. Information from Your purchase of Care and Protection through Bensons together with any information concerning this Insurance will be shared between AmTrust Europe Limited and the Claims Handler. AmTrust Europe Limited may share data with companies in the AmTrust Group (The Group).
- 9.2. Such information will be used to provide and administer this Insurance, handle any claims that You may make under the terms of this insurance and for the purpose of updating Your Insurance.
- 9.3. To maintain service levels, the Claims Handler operates a call logging system which records and logs all incoming and outgoing calls.

10. Insurance Company Status

- 10.1. This Insurance is underwritten by AmTrust Europe Limited registered in England and Wales under company number 1229676. Registered office: Market Square House, St. James's Street, Nottingham, NG1 6FG. Member of the Association of British Insurers, AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; reference number 202189.
- 10.2. 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 the type of insurance and the circumstances of the claim. For non-compulsory insurance, 90% of Your claim is covered without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, or by telephone on 0207 892 7300.

If you require these terms and conditions in larger print, please ask in store.