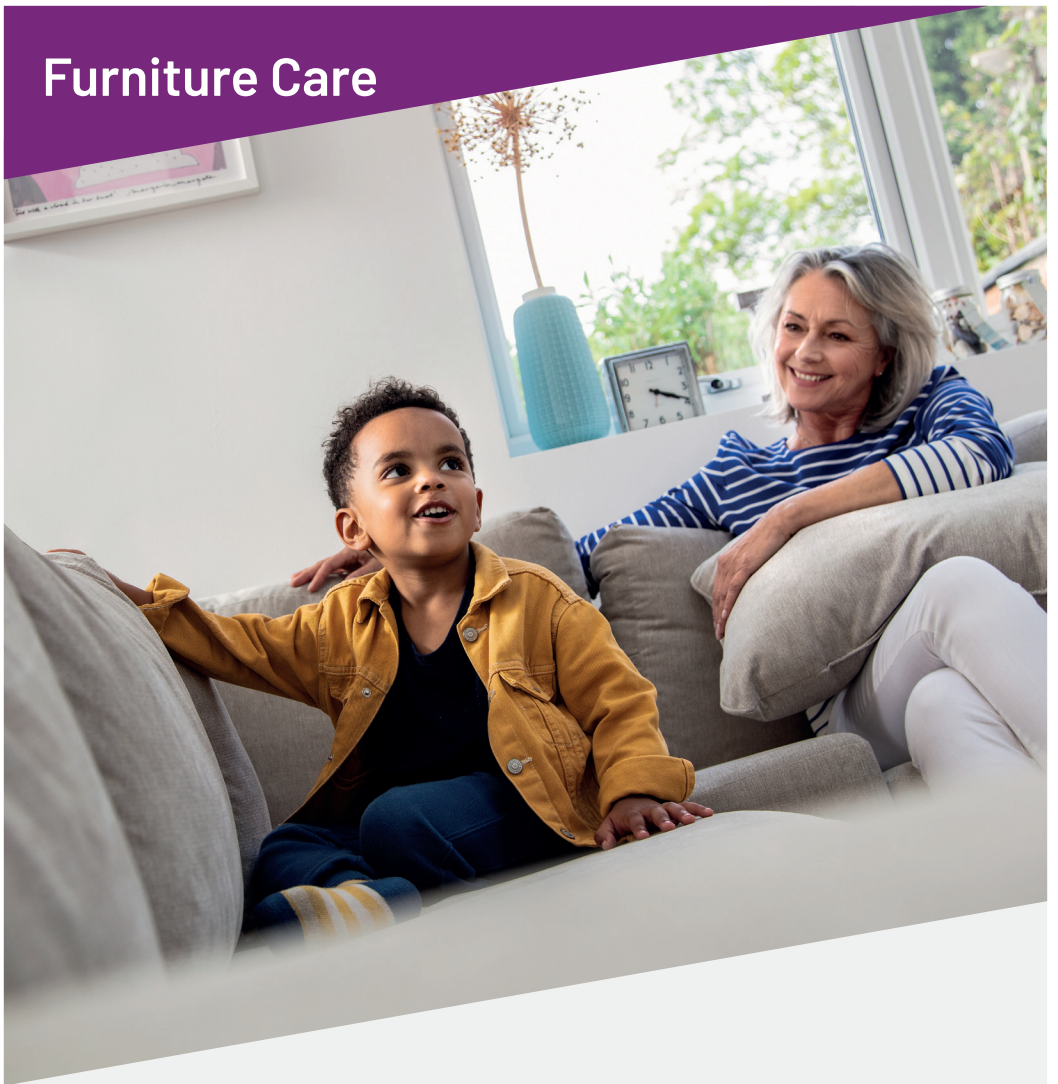


Furniture Care



ARGOS CARE

Added peace of mind for life on the go



Provided by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG and administered by Castelan Limited

About Argos Furniture Care

There are two types of Furniture Care explained in this leaflet and this is confirmed on your receipt of purchase;

Accidental Damage Cover for:

✓ Accidental staining

✓ Accidental damage

Details can be found on pages 2 and 3

Standard Furniture Care for:

✓ Accidental staining

✓ Accidental damage

✓ Structural defects

Details can be found on pages 5 and 6

Key Exclusions on both:

Deliberate damage (other than one incident of deliberate child damage)

Wear and tear

Neglect, abuse or misuse

Commercial use

More information about what is and isn't included with Argos Furniture Care is in the Insurance Product Information Document which is available in a separate link. Full terms and conditions are available on request.

Demands and needs

This insurance meets the demands and needs of those who wish to insure their furniture against accidental staining, accidental damage and structural defects.

Note: Structural defects arising during the manufacturer's guarantee are not covered.

Argos Limited. Registered Address: Avebury, 489-499 Avebury Boulevard, Saxon Gate West, Central Milton Keynes MK9 2NW. Registered Number 01081551. Argos Furniture Care is arranged by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Castelan Limited are authorised and regulated by the Financial Conduct Authority. Novus Underwriting Limited is an appointed representative of Direct Insurance Group Plc, which is authorised and regulated by the Financial Conduct Authority. Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is regulated by the Liechtenstein Financial Market Authority.

Accidental Damage Cover for our premium furniture

Our premium furniture brands have a longer manufacturer's warranty covering structural defects so on these products we only offer Accidental Damage Cover. This gives you extra peace of mind to know you're protected for stains, rips, tears or burns and other accidental damage (as shown on page 3).

3 years protection

What cover is provided?

- ✓ **Stain Cover** – Covers you against accidental household spills resulting in a stain on your fabric or leather upholstery.
- ✓ **Accidental Damage Cover** – Covers you against accidental damage resulting in a rip, tear or burn to your fabric or leather upholstery as well as breakage of frame components. Leather upholstery is also covered for accidental damage resulting in a scratch, puncture or scuff.

An extra benefit of Furniture Care accidental damage cover is that you can also claim once for damage by a pet and once for deliberate damage by a child.

Examples of what is covered:

Stains covered

Furniture Care will protect and restore your furniture even if it has been affected by any of the stains below:

- Drinks (including alcohol)
- Food (including turmeric)
- Nail varnish & cosmetics
- Paint & wax
- Mineral oil & glue
- Soot & tar
- Corrosive substances
- Bleach
- Dye transfer
- Shoe polish

Accidental damage covered

Furniture Care covers common household accidents resulting in:

- Accidental breakage of frame components

Fabric and beds

- Rip
- Tear
- Burn

Leather

- Rip
- Tear
- Burn
- Scratch
- Puncture
- Scuff

Cabinet furniture

- Dent
- Burn
- Chip
- Scratch
- Heat Ring(s)
- Breakage of glass components

Key exclusions

The following are not covered:

- Deliberate damage (other than one incident of deliberate child damage)
- Wear and tear
- Neglect, abuse or misuse
- Commercial use
- Structural defects

Note: We are sure that you will take great care of your new furniture but, just so you know, failure to do so could mean that your claim is declined.

Remember, you've only got 45 days to protect your product with Furniture Care!

Furniture Care is only available 45 days from the date of product purchase. Protect your new furniture today and if your product is damaged by accident or, if you have Standard Furniture Care, has a structural defect after the manufacturer's guarantee has expired, it will be repaired. If we can't repair it you will get a brand new replacement or Argos vouchers for the amount you originally paid. Argos vouchers can also be used at Habitat.

Please note, your product must be in good working order when you purchase Furniture Care.



Standard Furniture Care

You can protect most of the furniture we sell with our Standard Furniture Care. Accidents can happen and we want to make sure your new furniture is not spoiled by household spills, rips, tears or burns. Furniture Care provides you with peace of mind that repair costs and stain removal are taken care of.

3 years protection

What cover is provided?

- ✓ **Stain Cover** – Covers you against accidental household spills resulting in a stain on your fabric or leather upholstery.
- ✓ **Accidental Damage Cover** – Covers you against accidental damage resulting in a rip, tear or burn to your fabric or leather upholstery as well as breakage of frame components. Leather upholstery is also covered for accidental damage resulting in a scratch, puncture or scuff. You can also claim once for damage by a pet and once for deliberate damage by a child.
- ✓ **Structural Defects Cover** – 3 years peace of mind on frames and structures. When your one year manufacturer's guarantee comes to an end we'll extend it and cover the cost of materials and labour for specific structural defects for 2 more years.

Examples of what is covered:

Stains covered

Furniture Care will protect and restore your furniture even if it has been affected by any of the stains below:

- Drinks (including alcohol)
- Food (including turmeric)
- Nail varnish & cosmetics
- Paint & wax
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- Corrosive substances
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Accidental damage covered

Furniture Care covers common household accidents resulting in:

- Accidental breakage of frame components

Fabric and beds

- Rip
- Tear
- Burn

Leather

- Rip
- Tear
- Burn
- Scratch
- Puncture
- Scuff

Cabinet furniture

- Dent
- Burn
- Chip
- Scratch
- Heat Ring(s)
- Breakage of glass components

Structural defects covered (Standard Furniture Care only)

Structural defects limited to:

- Breakage or separation of frame components (including failure of any stitching)
- Breaking/bending of metal mechanisms or other metal components
- Springs
- Cushion Interiors and webbing
- Peeling and lifting of leather
- Broken zips
- Warping
- Fascias
- Broken castors

Key exclusions

The following are not covered:

- Deliberate damage (other than one incident of deliberate child damage)
- Wear and tear
- Neglect, abuse or misuse
- Commercial use

Note: We are sure that you will take great care of your new furniture but, just so you know, failure to do so could mean that your claim is declined.

Important information

Key documents you need to read!

Furniture Care does not cover everything so it is important you receive and are aware of the following:

Insurance Product Information Document (IPID) – this is located in a separate link and shows you the key benefits and exclusions of the insurance as well as other important information. You must read this before purchasing the insurance and take this document home with you.

Demands and Needs Statement – This is located on the second page of this leaflet and provides you with information on what demands and needs this insurance will meet.

Terms & Conditions (T&Cs) – These give you the full terms of your insurance policy and other important information. You should read these carefully to make sure the cover is right for you. You will be sent these separately following the purchase of your Furniture Care insurance .

Administrator & Insurer

Policies are arranged and administered by Castelan Limited. Castelan Limited are the Insurance Intermediary, Administrator and Claims Handler of Furniture Care. They act on behalf of the Insurer, Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG , and are authorised and regulated by the Financial Conduct Authority. Their Financial Services Register number is 572287. Their Address is: Castelan Limited, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY.

Cancellation

Within 45 days of purchase - If you decide that for any reason, this policy does not meet your insurance needs then please return to any Argos or Habitat store together with the sales receipt or invoice and your Certificate of Insurance (inclusive of the statutory 14 day cooling-off period), alternatively you can call 0345 640 2020. On the condition that no claims have been made or are pending, the retailer will then refund your premium in full.

After 45 days of purchase - If you wish to cancel your policy after the 45 day cooling-off period and, on the condition that no claims have been made or are pending, the administrator will refund the premium paid by you for the remaining full months of your policy. Please write to the administrator, quoting your certificate number at Finance Administration, Castelan Group, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY explaining your reasons for wanting to cancel your policy. Where a premium is due to be returned to you, this will be paid via cheque to the named policy holder. Please ensure your correct contact details are included within your letter of cancellation.

Your data

Argos will share your information with the Furniture Care scheme administrators and the insurer for the purpose of arranging and administering your policy and handling your claim.

Further information on how both firms handle your personal data can be found in your Terms and Conditions and also in their Data Protection notices which can be found on their respective websites. Privacy notices can also be requested in writing.

Privacy statement

We collect information about you for the purpose of arranging and administering your policy, and handling your claim on behalf of your insurer.

To enable us to take the necessary steps to enter into a contract with you to provide the appropriate insurance products and services we may collect the following information:

- Name
- Address
- Other contact details

Should you make a claim we may take further information from you. You can find details of this and how we will use your data at the claim stage in your full Terms & Conditions and our Privacy Notice on our website. This information will be made available to you again at the point of claim.

What Argos do with your information.

Argos will keep any information you have provided confidential. However, by purchasing this insurance policy, you agree that Argos may share this information with other companies within the Sainsbury's Argos Group (as detailed in their Privacy Policy, which they may amend from time to time). Please see the Sainsbury's Argos Group Privacy Policy (found on their website at www.argos.co.uk/help/privacy-policy) for more details about how Argos and the wider Sainsbury's Argos Group will use your information.

How to claim

To make a claim simply:

✓ Go online at claim.castelanguroup.com or:

✓ Call 0370 320 0332

Calls may be recorded for quality control and training purposes.

This information is for advertising purposes - full terms and conditions are available on request.

This information is available in large print, braille and audio on request.

Don't worry

If we can't fix it, we'll replace it

Accidents happen. Simply go online at claim.castelanguroup.com or call us on 0370 320 0332**.

You'll need to have the following items to hand:

- ✓ Your receipt for the product itself
- ✓ Your receipt for Argos Furniture Care

** Calls may be recorded and monitored for quality and training purposes.
Lines are open 9am to 5.30pm Monday to Friday excluding Bank Holidays.



Based on **3,823 reviews** of Castelan Group's services. Correct as of 15 April 2020. For full reviews please visit uk.trustpilot.com and search Castelan Group.



FURNITURE CARE TERMS AND CONDITIONS

The following two documents explain all you need to know about Furniture Care. Which one applies to you will depend on the type of furniture that you are buying:

Document 1 – Standard Furniture Care for staining, accidental damage and structural defects terms and conditions apply where the product you have bought has a one year manufacturer's guarantee.

Document 2 – Accidental Damage Care for staining and accidental damage terms and conditions apply where you have bought a premium furniture brand that comes with a longer manufacturer's guarantee

Document 1 - Standard Furniture Care Terms and Conditions

INTRODUCTION

Accidental staining, accidental damage and **structural defects** insurance is arranged by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Castelan Limited are authorised and regulated by the Financial Conduct Authority. 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 at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

The authorisation details of each firm can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling 0800 111 6768.

As the retailer ultimately acts as agent for the **insurer** under a delegated authority, monies paid to (or held by) the retailer in relation to the insurance contract are treated as having been paid to (or held by) the **insurer**.

Please read this document carefully as there are conditions and exclusions which limit **your** cover, **we** do not wish **you** to discover after an incident has occurred that **you** are not **insured**. If **you** have any queries, please call the **administrator** on 0370 320 0332.

HOW TO CLAIM

Register **your** claim online at claim.castelanguroup.com or telephone the **administrator** on 0370 320 0332 within 72 hours of discovering the damage. The **administrator** will then decide if **your** claim meets the criteria stated in this Certificate. The **administrator** may inspect the **product** to help them assess **your** claim and may require **you** to complete a claim form. **We** use highly skilled and experienced engineers to assess the **product** and the **administrator** will act on the advice of the engineer when assessing whether any claim is valid, and selecting the most appropriate method of settlement.

1 DEFINITIONS

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

i) Definitions of cover types:

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.

Structural defects: Faults found outside of the manufacturers guarantee period that have occurred due to faulty or defective components.

ii) Definitions of coverage:

Administrator: Castelan Limited, appointed to administer this insurance on behalf of the **insurer**. Their registered address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Registered number: 7637133.

Cabinet furniture: Dining, bedroom, home office and occasional furniture.

Child: For the purposes of this policy, a **child** is defined as a minor of 12 years or less.

Data Controller: The Insurer and Administrator, who determines the purposes and means of processing your personal data.

Insured, you, your: The person or persons whose name and address is shown under 'INSURED' shown on the front of this Certificate of Insurance.

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

Leather: a material made from the skin of an animal or artificially man made substitute.

Maximum liability: **You** are covered for cleaning, repairs or replacement up to a maximum of £15,000 or up to the original purchase price of the damaged **product** whichever is lower in settling any one claim or all claims in total made during the **period of cover**.

Period of cover: the period specified on the front of this Certificate of Insurance.

Product, products: The item(s) detailed under '**PRODUCT(S) COVERED**' shown on the front of this Certificate of Insurance.

Transit damage: Damage caused to the **product** when it is moved between properties.
Wear and tear: the gradual deterioration associated with normal use and age of the **product**.

2 PERIOD OF COVER

- i) **Your** insurance for **accidental staining** and **accidental damage** will start from the date shown on the front of this Certificate of Insurance and is the date that **you** purchased this insurance. If **you** received delivery of **your** furniture after this date, please notify the administrator at the point of claim or by emailing mypolicy@castelanguroup.com quoting **your** certificate number;
- ii) **Your** insurance for **structural defects** will start following the expiry of the manufacturer's guarantee;
- iii) **Your** insurance terminates as soon as any of the following alternatives occur:
 - a) **Your** policy expires;
 - b) **You**, or anyone representing **you** defrauds or deliberately misleads **us** or the **administrator**; or
 - c) The **maximum liability** is reached (as stated above); or
 - d) **Your** claim has been settled by credit note or cash settlement; or
 - e) The premium for this insurance is not paid; or
 - f) **You** modify the **product**.

It is **our** intention that this insurance cannot be renewed.

3 ADMINISTRATION TERMS AND CONDITIONS

- i) The **administrator** will arrange and administer **your** insurance, cover and settle all claims in accordance with the service standards provided by this insurance.
- ii) **You** are responsible for informing the **administrator** of a change of **your** address by phoning 0370 320 0332 or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.
- iii) **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party, against whom **you** have a legal right of action.
- iv) **We** may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the **product**. 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. Where the changes do not benefit **you** and if **you** wish to terminate **your** policy, **you** may terminate **your** cover and **we** will refund **your** premium for the remainder of the **period of cover** shown on **your** Certificate of Insurance, unless a claim has been made.

4 WHAT IS COVERED

Each cover type described below only applies if **you** have paid the appropriate premium and is shown on the front of this Certificate of Insurance within the section 'What is Covered'.

i) ACCIDENTAL STAINING

Accidental staining from any substance.

ii) ACCIDENTAL DAMAGE

a) **Fabric and beds: Accidental damage** resulting in a:

- Rip or tear
- Burn
- Breakage of frame components

b) **Leather: Accidental damage** resulting in a:

- Rip or tear
- Burn
- Scratch
- Puncture
- Scuff
- Breakage of frame components

c) **Cabinet furniture: Accidental damage** resulting in a:

- Dent
- Burn
- Chip
- Scratch
- Heat-ring(s)
- Breakage of glass components
- Breakage of frame components

Accidental staining and **accidental damage**: Pet damage and deliberate damage by a **child** are limited to only one incident each during the **period of cover**.

Please note that this policy provides cover for specific accidental events and staining and 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.

iii) STRUCTURAL DEFECTS

Structural defects limited to:

- Breakage or separation of frame components (including failure of any stitching)
- Breaking/bending of metal mechanisms or other metal components
- Springs
- Cushion Interiors and webbing
- Broken zips
- Peeling and lifting of leather
- Warping
- Fascias
- Broken castors

NOTE: **Structural defects** arising during the manufacturer's guarantee must be reported to the retailer from whom **you** purchased **your product** and will be dealt with under the manufacturer's guarantee.

5 WHAT IS NOT COVERED

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

- 1 Damage caused deliberately by any person or **child** other than the first incident of deliberate damage by a **child** covered under this insurance;

- 2 Any damage resulting from **wear and tear**;
- 3 Neglect, abuse, or misuse of the **product**;
- 4 The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**;
- 5 **Structural defects** in **products** manufactured with a defective design or specification;
- 6 Changes in colour of any part of the **product** caused by sunlight, perspiration, natural hair and body oils or **wear and tear**;
- 7 The gradual accumulation of stain or dye transfer or by accumulated multiple stains or by unidentifiable stain(s);
- 8 **Accidental staining** or **accidental damage** to **products** used in a food preparation area;
- 9 **Accidental staining** or **accidental damage** caused by the use of incorrect or inappropriate cleaning products or cleaning methods;
- 10 The removal of any odour even where caused by a stain;
- 11 Any **transit damage**;
- 12 Damage caused by pets after the first incident of pet damage covered under this insurance, (except **accidental staining** caused by pet fluids);
- 13 Damage caused by any animal other than **your** pet(s);
- 14 Natural characteristics of **leather** such as brands, bites, tick marks and opened scars;
- 15 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**;
- 16 Use of the **product** in business premises or in residential premises which **you** let or sublet;
- 17 Use of the **product** outside the United Kingdom, Channel Islands and the Isle of Man;
- 18 **Structural defects** first discovered before the expiry of the manufacturer's guarantee;
- 19 Damage not consistent with the original claim or misrepresentation of an occurrence;
- 20 Service costs where having arranged for the attendance of a service provider they are unable to gain access to the furniture. In such instances **you** will be responsible for the cost of the service request to the service provider before they will re-attend. The **administrator's** standard missed appointment fee is £20;
- 21 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;
- 22 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);

- 23 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;
- 24 Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

6 CLAIM PROCESS

For details on how to make a claim please see the front of this certificate.

HOW WE WILL SETTLE 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. **We** may also choose to provide an offer of cash settlement in lieu of replacement, this will be lower than the value of the **product** and takes into account any discounts **we** may have received when arranging a replacement **product**. The damaged **product** will remain **your** property in its current condition.

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

Where **we** are not able to clean, repair or replace the damaged **product** satisfactorily **we** will issue a credit note for use at the same retailer from which **you** originally

purchased the **product**. If the retailer has ceased to trade or has moved, **we** will issue a credit note for use at a similar retailer of **our** choice that is local to **you**. The value of the credit note will be the amount **you** paid for the **product** less any previous claim costs, subject to the **maximum liability**.

We may choose to provide an offer of cash settlement instead of a credit note, this will be lower than the value of the credit note and takes into account any discounts **we** may have received by issuing a credit note. The damaged **product** will remain **your** property in its current condition.

Where items are non-integral and therefore easily separated, such as a sideboard and chest of drawers or arm caps, scatter cushions and other accessories, they are treated as separate **products** in the event of a claim. If **your** claim is settled by credit note **we** reserve the right to take sole ownership of the defective **product**. If **we** chose to take ownership, the defective **product** will be collected following the delivery of the replacement product. If **we** choose not to collect the defective **product** as above, the ownership of it and the responsibility for it will remain solely with **you**.

7 FRAUDULENT CLAIMS

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

- i) Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect;
- ii) Make a statement in support of a claim knowing the statement to be false in any respect;
- iii) Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- iv) Make a claim in respect of any loss or damage caused by **your** wilful act;

We:

- a) May not pay the claim or any other claim made under the insurance;
- b) May declare the insurance void and not make any return of premium;
- c) May be entitled to recover from **you** the amount of any claim already paid under the insurance; and
- d) May inform the police of the circumstances.

8 CANCELLATION AND REFUNDS

Within 45 days of purchase - If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return to the store where **you** bought the **product** together with the sales receipt or invoice and this Certificate of Insurance (inclusive of the statutory 14 day cooling-off period), alternatively **you** can call 0345 640 2020. On the condition that no claims have been made or are pending, the retailer will then refund **your** premium in full.

After 45 days of purchase - If **you** wish to cancel **your** policy after the 45 day cooling-off period and, on the condition that no claims have been made or are pending, the **administrator** will refund the premium paid by you for the remaining full months of your policy. Please write to the administrator, quoting **your** certificate number at Finance Administration, Castelan Group, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY explaining your reasons for wanting to cancel **your** policy. Where premium is due to be returned to **you**, this will be paid via cheque to the named policy holder. Please ensure **your** correct contact details are included within **your** letter of cancellation.

The **insurer** shall not be bound to accept renewal of any insurance and 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions
- e) **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 proportionate rebate of premium in respect of the unexpired period showing on the insurance.

9 CONSUMER INSURANCE (DISCLOSURE & REPRESENTATIONS) ACT 2012

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

- a) 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;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) 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.

10 GENERAL TERMS AND CONDITIONS

- i) **You** cannot transfer this Certificate of Insurance to another person.
- ii) **You** and **your** family must take all reasonable precautions to safeguard the **product** and to avoid loss or 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**.

- iii) 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.
- iv) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
- v) When **your** cover under the policy ends it will not have a cash or surrender value.

11 COMPLAINTS PROCEDURE

If **you** have a complaint, please phone: 0370 320 0332 or email:

customer@castelgroup.com or write to: Castelan Ltd, Customer Care Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom. In some cases the **administrator** may refer **your** complaint to Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London EC3M 7AT.

Email: complaints@novusunderwriting.com. If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0300 123 9 123 or visit 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 their 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 or visit 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 HOW WE USE YOUR INFORMATION DATA PROTECTION

We and the **administrator** are the Data Controllers (as defined by the General Data Protection Regulations) for the data **you** provide to **us**. **We** and the **administrator** need to use **your** data in order to arrange **your** insurance and associated products.

We and the **administrator** may collect personal information about **you**, including:

- Name, address, contact details
- Financial information such as bank details
- Details of any claim

We and the **administrator** 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** and the **administrator** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by the Insurer in relation to **your** insurance cover. It may be used by **our** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover. 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, the Administrators and other organisations may use these records to:

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

We and the **administrator** process all data in the UK but, where **we** need to disclose data to parties outside the UK, **we** and the **administrator** will take reasonable steps to ensure the privacy of **your** data during such transfers. In the event that **your** data needs to be transferred back to **us** and the **administrator** from the EU, then EU laws on data transfers will apply.

In order to protect **our** legal position, **we** and will retain **your** data for a minimum of 7 years. The **administrator** will retain **your** data for the duration of **your** policy and a period of 5 years afterwards. **We** and the **administrator** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under GDPR legislation, **you** can ask **us** and the **administrator** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** and the **administrator's** need to hold data for legal reasons). **We** and the **administrator** will not make **your** personal details available to any companies to use for their own marketing purposes.

If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly **you** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Document 2 - Accidental Damage Care Terms and Conditions

INTRODUCTION

Accidental staining and **accidental damage** insurance is arranged by Castelan Limited and underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Castelan Limited are authorised and regulated by the Financial Conduct Authority. 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 at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

The authorisation details of each firm can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling 0800 111 6768.

As the retailer ultimately acts as agent for the **insurer** under a delegated authority, monies paid to (or held by) the retailer in relation to the insurance contract are treated as having been paid to (or held by) the **insurer**.

Please read this document carefully as there are conditions and exclusions which limit **your** cover, **we** do not wish **you** to discover after an incident has occurred that **you** are not **insured**. If **you** have any queries, please call the **administrator** on 0370 320 0332.

HOW TO CLAIM

Register **your** claim online at claim.castelgroup.com or telephone the **administrator** on 0370 320 0332 within 72 hours of discovering the damage. The **administrator** will then decide if **your** claim meets the criteria stated in this Certificate. The **administrator** may inspect the **product** to help them assess **your** claim and may require **you** to complete a claim form. **We** use highly skilled and experienced engineers to assess the **product** and the **administrator** will act on the advice of the engineer when assessing whether any claim is valid, and selecting the most appropriate method of settlement.

1 DEFINITIONS

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

i) Definitions of cover types:

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.

ii) Definitions of coverage:

Administrator: Castelan Limited, appointed to administer this insurance on behalf of the **insurer**. Their registered address is Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY. Registered number: 7637133.

Cabinet furniture: Dining, bedroom, home office and occasional furniture.

Child: For the purposes of this policy, a **child** is defined as a minor of 12 years or less.

Data Controller: The Insurer and Administrator, who determines the purposes and means of processing your personal data.

Insured, you, your: The person or persons whose name and address is shown under 'INSURED' shown on the front of this Certificate of Insurance.

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

Leather: a material made from the skin of an animal or artificially man made substitute.

Maximum liability: **You** are covered for cleaning, repairs or replacement up to a maximum of £15,000 or up to the original purchase price of the damaged **product** whichever is lower in settling any one claim or all claims in total made during the **period of cover**.

Period of cover: the period specified on the front of this Certificate of Insurance.

Product, products: The item(s) detailed under '**PRODUCT(S) COVERED**' shown on the front of this Certificate of Insurance.

Transit damage: Damage caused to the **product** when it is moved between properties.

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

2 PERIOD OF COVER

- i) **Your** insurance for **accidental staining** and **accidental damage** will start from the date shown on the front of this Certificate of Insurance and is the date that **you** purchased this insurance. If **you** received delivery of **your** furniture after this date, please notify the **administrator** at the point of claim or by emailing mypolicy@castelangroup.com quoting **your** certificate number;
- ii) **Your** insurance terminates as soon as any of the following alternatives occur:
 - a) **Your** policy expires;
 - b) **You**, or anyone representing **you** defrauds or deliberately misleads **us** or the **administrator**; or
 - c) The **maximum liability** is reached (as stated above); or
 - d) **Your** claim has been settled by credit note or cash settlement; or
 - e) The premium for this insurance is not paid; or
 - f) **You** modify the **product**.

It is **our** intention that this insurance cannot be renewed.

3 ADMINISTRATION TERMS AND CONDITIONS

- i) The **administrator** will arrange and administer **your** insurance, cover and settle all claims in accordance with the service standards provided by this insurance.
- ii) **You** are responsible for informing the **administrator** of a change of **your** address by phoning 0370 320 0332 or by writing to Castelan Ltd, Administration Manager, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY, United Kingdom.
- iii) **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party, against whom **you** have a legal right of action.
- iv) **We** may amend these Terms and Conditions for legal or regulatory reasons or for reasons relating to the availability of the **product**. 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. Where the changes do not benefit **you** and if **you** wish to terminate **your** policy, **you** may terminate **your** cover and **we** will refund **your** premium for the remainder of the **period of cover** shown on **your** Certificate of Insurance, unless a claim has been made.

4 WHAT IS COVERED

Each cover type described below only applies if **you** have paid the appropriate premium and is shown on the front of this Certificate of Insurance within the section 'What is Covered'.

i) ACCIDENTAL STAINING

Accidental staining from any substance.

ii) ACCIDENTAL DAMAGE

a) **Fabric and beds: Accidental damage** resulting in a:

- Rip or tear
- Burn
- Breakage of frame components

b) **Leather: Accidental damage** resulting in a:

- Rip or tear
- Burn
- Scratch
- Puncture
- Scuff
- Breakage of frame components

c) **Cabinet furniture: Accidental damage** resulting in a:

- Dent
- Burn
- Chip
- Scratch
- Heat-ring(s)
- Breakage of glass components
- Breakage of frame components

Accidental staining and **accidental damage**: Pet damage and deliberate damage by a **child** are limited to only one incident each during the **period of cover**.

Please note that this policy provides cover for specific accidental events and staining and 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.

5 WHAT IS NOT COVERED

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

- 1 Damage caused deliberately by any person or **child** other than the first incident of deliberate damage by a **child** covered under this insurance;
- 2 Any damage resulting from **wear and tear**;
- 3 Neglect, abuse, or misuse of the **product**;
- 4 The effects of sunlight, wind, weather, rusting, radiation, building fire, smoke damage, flooding or corrosion upon the **product**;
- 5 Defects in the **product**;
- 6 Changes in colour of any part of the **product** caused by sunlight, perspiration, natural hair and body oils or **wear and tear**;
- 7 The gradual accumulation of stain or dye transfer or by accumulated multiple stains or by unidentifiable stain(s);
- 8 **Accidental staining** or **accidental damage** to **products** used in a food preparation area;

- 9 **Accidental staining** or **accidental damage** caused by the use of incorrect or inappropriate cleaning products or cleaning methods;
- 10 The removal of any odour even where caused by a stain;
- 11 Any **transit damage**;
- 12 Damage caused by pets after the first incident of pet damage covered under this insurance, (except **accidental staining** caused by pet fluids);
- 13 Damage caused by any animal other than **your** pet(s);
- 14 Natural characteristics of **leather** such as brands, bites, tick marks and opened scars;
- 15 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**;
- 16 Use of the **product** in business premises or in residential premises which **you** let or sublet;
- 17 Use of the **product** outside the United Kingdom, Channel Islands and the Isle of Man;
- 18 Damage not consistent with the original claim or misrepresentation of an occurrence
- 19 Service costs where having arranged for the attendance of a service provider they are unable to gain access to the furniture. In such instances **you** will be responsible for the cost of the service request to the service provider before they will re-attend. The **administrator's** standard missed appointment fee is £20;
- 20 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;
- 21 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);
- 22 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;
- 23 Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of

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

6 CLAIM PROCESS

For details on how to make a claim please see the front of this certificate.

HOW WE WILL SETTLE 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.

We may also choose to provide an offer of cash settlement in lieu of replacement, this will be lower than the value of the **product** and takes into account any discounts **we** may have received when arranging a replacement product. The damaged **product** will remain **your** property in its current condition.

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

Where **we** are not able to clean, repair or replace the damaged **product** satisfactorily **we** will issue a credit note for use at the same retailer from which **you** originally purchased the **product**. If the retailer has ceased to trade or has moved, **we** will issue a credit note for use at a similar retailer of **our** choice that is local to **you**. The value of the credit note will be the amount **you** paid for the **product** less any previous claim costs, subject to the **maximum liability**.

We may choose to provide an offer of cash settlement instead of a credit note, this will be lower than the value of the credit note and takes into account any discounts **we** may have received by issuing a credit note. The damaged **product** will remain **your** property in its current condition.

Where items are non-integral and therefore easily separated, such as a sideboard and chest of drawers or arm caps, scatter cushions and other accessories, they are treated as separate **products** in the event of a claim. If **your** claim is settled by credit note **we** reserve

the right to take sole ownership of the defective **product**. If **we** chose to take ownership, the defective **product** will be collected following the delivery of the replacement product. If **we** choose not to collect the defective **product** as above, the ownership of it and the responsibility for it will remain solely with **you**.

7 FRAUDULENT CLAIMS

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

- i) Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect;
- ii) Make a statement in support of a claim knowing the statement to be false in any respect;
- iii) Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- iv) Make a claim in respect of any loss or damage caused by **your** wilful act;

We:

- a) May not pay the claim or any other claim made under the insurance;
- b) May declare the insurance void and not make any return of premium;
- c) May be entitled to recover from **you** the amount of any claim already paid under the insurance; and
- d) May inform the police of the circumstances.

8 CANCELLATION AND REFUNDS

Within 45 days of purchase - If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return to the store where **you** bought the **product** together with the sales receipt or invoice and this Certificate of Insurance (inclusive of the statutory 14 day cooling-off period), alternatively **you** can call 0345 640 2020. On the condition that no claims have been made or are pending, the retailer will then refund **your** premium in full.

After 45 days of purchase - If **you** wish to cancel **your** policy after the 45 day cooling-off period and, on the condition that no claims have been made or are pending, the **administrator** will refund the premium paid by you for the remaining full months of your policy. Please write to the administrator, quoting **your** certificate number at Finance Administration, Castelan Group, Alpha House, Sunnyside Road North, Weston-super-Mare, North Somerset, BS23 3QY explaining your reasons for wanting to cancel **your** policy. Where premium is due to be returned to **you**, this will be paid via cheque to the named policy holder. Please ensure **your** correct contact details are included within **your** letter of cancellation.

The **insurer** shall not be bound to accept renewal of any insurance and 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions
- e) **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 proportionate rebate of premium in respect of the unexpired period showing on the insurance.

9 CONSUMER INSURANCE (DISCLOSURE & REPRESENTATIONS) ACT 2012

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

- a) 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;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) 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.

10 GENERAL TERMS AND CONDITIONS

- i) **You** cannot transfer this Certificate of Insurance to another person.
- ii) **You** and **your** family must take all reasonable precautions to safeguard the **product** and to avoid loss or 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**.
- iii) 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.
- iv) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
- v) When **your** cover under the policy ends it will not have a cash or surrender value.

11 COMPLAINTS PROCEDURE

If **you** have a complaint, please phone: 0370 320 0332 or email:

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Email: complaints@novusunderwriting.com.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0300 123 9 123 or visit 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.

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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.

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- a. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
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