

## **FULL TERMS AND CONDITIONS - HARVEYS**

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 & Protection cover.

Acasta European Insurance Company 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.

The Insured Item(s) shall mean the furniture purchased at a Harveys Furniture store, or via the Harveys internet web-site, or via the telephone, and for which you purchased Care & 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 cover You against the cost of repairing Accidental Damage to your Insured Item(s) resulting in rips, tears, burns, heat marks, scuffs, scratches, gouges, dents, chips, and punctures. Where such damage is caused by pets, cover is limited to pet damage occurring on up to a maximum of three occasions during the Period of Insurance.

1.3 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 Harveys; or c) a cash settlement. In this event, this Insurance will cease and the Insured Item(s) may at Our sole discretion become Our property.

1.4 During the period of this Insurance, the maximum aggregate amount We will pay under the terms of this Insurance shall not exceed the purchase price of the Insured Item(s) as shown on Your sales order.

#### **1.5 Optional Benefit**

If you choose to pay the appropriate additional premium, this Insurance will cover You against the cost of repairing defects to and/or the failure of manual or electric recliner actions, sofa bed mechanisms and any associated electric motors (Mechanisms) during the Period of Insurance.

### **2. PERIOD OF INSURANCE**

Cover for 1.1 and 1.2 above will be provided for a period of 3 years or 5 years as chosen by You, and will commence on the date of delivery of the Insured Item(s) to your home. Cover for 1.5 will be provided for a period of 2 or 4 years, as chosen by You, and will commence on expiry of the 12 month 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 (other than for stain damage as provided by 1.1b above); or i) by fire, fire damage, smoke, ash, flood, leaks from roofs and conservatories, wind, lightning, the act of sunlight, oxidization 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 with the exception of Mechanisms as described in 1.5 above.

#### **4. CONDITIONS**

4.1 This Insurance is limited to furniture bought from Harveys and used in the United Kingdom for private and domestic purposes.

4.2 You must comply with any manufacturer's and/or Harveys 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 HFR Administration or Ourselves as arranged through the Claims Procedures set out under section 6 below.

4.4 It is a condition of this Insurance that, if You attempt to clean and remove a stain from Your Insured item(s) before contacting the Administrator as set out in 6 below, You will only do so by using the Care Kit which Harveys have provided You with and in accordance with the instructions included.

4.5 We cannot guarantee an exact match of colour or pattern in the event of Your Insured Item(s) being cleaned, repaired or replaced and Our liability is limited to the best endeavours of Our authorised cleaning and repair agents.

4.6 This Insurance does not eliminate the need for routine cleaning and maintenance of Your Insured Item(s) which should be periodically cleaned, kept out of direct sunlight and maintained to a reasonable standard.

4.7 This Insurance is not a cleaning contract and does not provide cover for the cleaning of the Insured Item(s) which may become soiled through daily use or general wear and tear.

4.8 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 HFR Administration at the address shown in 12.1 below, b) enclosing a cheque for £20, in respect of the administration fee, made payable to HFR Administration, and c) providing full details of the new owner's name and address, including postcode.

4.9 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 Harveys 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 & Protection Team, Harveys Customer Service, Unit 1a, Huncoat Industrial Estate, Bolton Avenue, Accrington, Lancashire, BB5 6NJ or emailing [csadmin@steinhoffretail.co.uk](mailto:csadmin@steinhoffretail.co.uk) detailing Your original sales order and Your original Certificate of Insurance.

Harveys 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 administrative costs of cancelling this Insurance and dealing with refunds of premium, commission and Insurance Premium Tax, and (ii) any actual cost 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).

5.3 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 proportionate refund 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 Administrator 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 Administrator by telephone on 01384 473017 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 Administrator and only using the stain removal solution which You have been issued with under this policy, or other such method notified by the Administrator. The claim will be considered completed at this point unless You notify the Administrator within 5 days thereafter that You wish to continue with the claim.

6.3 When You call the Administrator (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 Administrator may attempt to resolve the problem by offering You cleaning advice over the telephone and/or sending You a special cleaning kit with specific instructions on how to use it.

6.5 The Administrator may also 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 Administrator will discuss an alternative remedy with You as set out in 1.3 above.

## **7. CONSUMER INSURANCE (DISCLOSURE & REPRESENTATIONS) ACT 2012**

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

- 7.1 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;
- 7.2 to make sure that all information supplied as part of Your application for cover is true and correct; and
- 7.3 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.

## **8. ENQUIRIES AND COMPLAINTS**

8.1 Any enquiries or complaints that You have regarding this Insurance should be addressed to the Complaints Team, HFR Administration at the address shown in 12.1 below; 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. Further information can be found at: <http://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](mailto:complaint.info@financial-ombudsman.org.uk).

8.3 The above does not affect Your statutory rights. This procedure will not prejudice Your right to take legal proceedings.

## **9. HOW WE USE YOUR PERSONAL DATA**

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:-

- a) name, address, contact details,
- b) financial information such as bank details, and
- c) 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 Us in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purposes 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 policy, 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 European Economic Area (EEA), We and the Administrator will take reasonable steps to ensure the privacy of Your data during such transfers and by contracting parties to EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

In order to protect Our legal position, We 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.

## **10. INSURANCE COMPANY STATUS**

10.1 Acasta European Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority for the conduct of UK business. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us or can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling 0800 111 6768.

Acasta European Insurance Company Limited Registered Office: 5/5 Cruchett's Ramp, Gibraltar, GX11 1AA. Company registration number 96218.

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](http://www.fscs.org.uk), or by telephone on 0207 892 7300.

### **11. 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.

### **12. FURTHER INFORMATION**

12.1 The Administrator for this Insurance is HFR Administration (a trading name of Homeserve Furniture Repairs), whose business and registered office is Unit 2, Delph Road, Brierley Hill, West Midlands, DY5 2UA and whose registered number is 05042667.

12.2 Harveys act on behalf on Acasta European Insurance Company Limited when arranging Care & Protection and when collecting or refunding the Insurance premium and any applicable Insurance premium tax.

12.3 Harveys offers Care & Protection on a non-advised basis, which means that they do not take Your personal circumstances into account when arranging Care & 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.

12.4 This Insurance shall be governed by English law and is subject to the exclusive jurisdiction of the English Courts.