# **5 YEAR PROTECTION**

# FURNITURE GUARD





# How it works

### Starting the policy

Simply sign up for Furniture Guard at the checkout. You can also purchase at a later date so feel free to contact us and ask for more details.

#### Immediate cover

Protection under your Furniture Guard policy starts as soon as your furniture is delivered into your home. In the unlikely event your furniture is damaged during delivery, this will be fully repaired (free of charge) under the manufacturer's warranty.

### When something happens

Just call our claim line on **0191 258 8115**, and we will arrange for a fully qualified technician to visit your home.

### No nonsense protection

The damage will be assessed and if possible, repaired there and then. If a replacement is needed, we will take care of that too.

#### Unlimited claims

If you claim for accidents on your home insurance you may pay an excess each time you claim, which can increase your premiums. With Furniture Guard you can contact us as many times as you need without paying any excess. Should you need to make a claim, Claim Limits may apply, as set out on page 3.

# Summary of the policy

### Stains and accidental damage:

- · Water and liquid marks
- Heat marks
- Breakage
- · Dents, chips and scratches
- Pet damage

### Structural damage:

- Warping
- Cracking
- Breakage
- Excessive loss of resilience

The above is only a summary; please see the full Terms & Conditions for comprehensive details of the policy. Please note, the frames of our sofas, armchairs, sofa beds and footstools are covered under our Lifetime Frame Guarantee, but all other elements (upholstery, cushions, etc.) would benefit from Furniture Guard cover.

# Important information

## So what's next?

Following the delivery of your new furniture, you will receive your Furniture Guard policy certificate. This will contain all the terms and conditions. limitations and exclusions.

If you haven't received a copy of your certificate within 28 days of delivery of your furniture, please phone us and have your order reference number to hand.

If anything happens to your furniture during the period of your cover, we recommend you contact our online claims service via

### mbginsurance.co.uk/claims/furniture

or you may prefer to call the following number: **0191 258 8115** (Monday to Friday 9am-5pm)

# Caring for your furniture

New furniture plays an important role in making a house a home, so it's important to protect it. That's why Oak Furnitureland offers a comprehensive 5 year, full protection Furniture Guard. Giving you peace of mind against those everyday accidents.

Quality furniture is an investment that can easily last a lifetime and beyond with the right care. To keep your furniture looking as good as the day it arrives, ask an advisor about our specially designed care products.

# Free gift to help you care

When you invest in Furniture Guard, you'll receive a free gift to help you care for your new furniture. The gift you receive will be relevant to the item(s) you've ordered and may include a combination of care products.

If you purchase cabinetry furniture, you'll be sent a free tin of wax polish. If you purchase a new sofa, you'll receive a free fabric or leather care kit depending on your purchase. If you buy a mattress, you'll be sent a free mattress protector.

#### **TERMS & CONDITIONS**

#### **Insurance Contract**

Thank you for choosing Oak Furnitureland Group Ltd t/a Oak Furnitureland to supply your furniture protection. We hope that your furniture will be trouble free, however should you need to make a claim under your policy, please follow the process detailed under the "Claims Procedure" located on page 9.

Subject to the level of cover provided, details of which can be found on the front of your Policy Schedule we will indemnify you against the costs of removing stains, repairing structural defects and accidental damage relating to your furniture in accordance with the terms and conditions shown below provided the premium (which includes insurance premium tax) has been paid for the cover selected.

Your furniture insurance has been arranged by Oak Furnitureland Group Ltd t/a Oak Furnitureland, administered by MB&G Insurance Services Limited & underwritten by Novus Underwriting Limited on behalf of Millennium Insurance Company Limited.

MB&G Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306978. Millennium Insurance Company Limited, regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No.82939. Its principle office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA

Details can be checked on the Financial Services Register <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by calling them on 0800 111 6768.

#### **Definitions**

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

#### Administrator/Claims Administrator

MB&G Insurance Services Limited Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ Tel: 0191 258 8115

#### **Claims Limit**

You are covered for cleaning, repairs, part or full replacement up to the value of your purchase price or a maximum of £10,000 for damage to your insured item(s) or up to the original purchase price of either article, whichever is the lesser in settling any one claim or in total of all claims made during the period of insurance.

#### **Consequential Loss**

Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this policy. For example, the loss of use while a repair is carried out.

#### You/Your

The person(s) whose name and address as shown on the Policy Schedule.

#### Insurer/We/Us/Our

Novus Underwriting Limited on behalf of Millennium Insurance Company Limited

#### Insured Item(s)

The item or items detailed on your purchase receipt and listed on your Policy Schedule.

#### **Territorial Limits**

The United Kingdom, the Channel Islands and the Isle of Man.

#### **Policy Schedule**

The document which names you as the policyholder and lists the insured item(s) covered under your policy. It will confirm the period of insurance, the cover level you have chosen and the claim limit. Your Policy Schedule will be replaced whenever you make any changes to your policy.

#### Period of Insurance

The period between the start date and the expiry date which is shown on your Policy Schedule and that the policy will be in force for.

#### What is Covered?

During the period of insurance, you are covered within the territorial limits for the cost of repair or replacement whichever is the lesser in the event of:

#### **Accidental Stains:**

- Food and drink:
- Nail varnish:
- · Grease;
- · Bleach, acids, caustic and corrosive solutions and substances;
- Oil·
- · Glue or superglue;
- · Ink, paint and dye transfer;
- · Human or animal bodily fluids.

#### **Accidental Damage:**

- · Water, liquid or heat marks;
- Tears:
- Rips;
- Dents and punctures;

- Chips:
- · Burns:
- · Scratches;
- · Scuffs;
- Pet damage (Limited to three (3) claims during the period of insurance);
- Broken glass (Where applicable).

#### **Structural Damage** (following expiry of manufacturer's warranty):

- Defects to frames caused by breakage or becoming warped (sofa, armchair, sofa bed and footstool frame damage that is not the result of usual wear and tear or misuse of the product is covered under the Lifetime Frame Guarantee);
- · Cracking of solid wood furniture;
- Peeling of the finish on solid wood;
- · Bending and breakage to metal components;
- · Excessive loss of resilience;
- · Defects of mechanical and electric recliners and components;
- · Bending and breakage of metal components;
- · Broken zips, castors, and buttons;
- · Separation of seams and stitching;
- · Lifting or peeling of the hide on leather furniture;
- · Loss of resilience to foam and fibre interiors.

#### **Exclusions**

We will not pay the claim costs arising from:

- Any damage (structural or otherwise), soiling or staining caused:
  - a. Prior to or during delivery;
  - To insured item(s) used for rental / sublet or commercial purposes.
  - c. To furniture in storage or transit;
  - d. By or resulting from misuse, mishandling, abuse, neglect, violence or vandalism;
  - e. By or resulting from deliberate damage by any person, including children;
  - f. Removal of stains caused by a build-up of perspiration, hair and/or body oils;
  - g. By accumulated multiple stains or any unidentifiable stain;
  - h. By any spill or stain not attended to in a manner described by the Administrator;
  - i. By fire, fibre damage, smoke, ash, flood, wind, lightning, the act of sunlight, oxidisation, or any other natural disaster:
  - j. Colour loss or any change in colour as a result of usage or wear and tear;
  - k. By any other cause not specifically mentioned under What is Covered?.
- 2. Removal of odours even when caused by a stain;

- Stains and damage that are consistent with wear and tear or anything that happens gradually;
- Damage caused by insects, non-domestic animals or wild birds; (\* Pet damage which is extensive and not a single incident);
- 5. The use or application of cleaning substances or materials other than those provided;
- 6. Fabric fraying and the replacement of lost buttons;
- 7. The cost of replacing your insured item(s) in the event of staining or damage to arm caps or scatter cushions;
- 8. Failure to comply with the manufacturer's, supplier's, insurer's or Administrator's instructions:
- 9. Use of the furniture in a manner other than that intended by the manufacturer:
- 10. Loss of resilience to the interior foam that is not abnormal to industry expectation over the time period.
- Natural characteristics of leather, such as brands, bites, tick marks and opened scars;
- 12. Failed repairs carried out under the manufacturer's warranty;
- Repairs carried out by a technician not assigned by the Administrator;
- 14. Fading, effect of sunlight or non-colour fast materials;
- 15. Variations in batches of dyes, where a part is replaced the colour match will be within a commercial tolerance;
- 16. Consequential loss of any kind and or loss of use;
- 17. Structural defects first discovered during the manufacturer's warranty period;
- 18. Damage not consistent with the original claim or misrepresentation of an occurrence;
- 19. Service costs where having arranged for the attendance of a technician 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 technician before they will re-attend;
- 20. Any claim arising directly or indirectly from:
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power;
  - any act of terrorism including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
  - any act of war or terrorism involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent;

5

d. Nuclear risks, being ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### Information You have provided Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out or make changes to this policy.

You must notify the Administrator as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify the Administrator of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim. We may not pay any claim in full or your policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

#### Transfer of Insurance

You can transfer this policy to another named party (subject to the payment of a £35.00 administration fee) by returning the policy and Policy Schedule to the Administrator and supplying the full name and address of the new party.

#### Fraud

If you or anyone acting for you makes a false or fraudulent claim, which includes but is not limited to:

- Making a statement to us or anyone acting on our behalf, knowing the statement to be false;
- Sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
- Making a claim for any loss or damage you caused deliberately; or
- · Acting dishonestly or exaggerating a claim.

#### We:

- a. Are not liable to pay the claim;
- May recover from you any sums paid by us to you in respect of the claim;
- c. May by written notice to you treat the contract as having been terminated with effect from the time of the fraudulent act;
- d. Inform the police of the fraudulent act.

If we exercise our right under (c) above, we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the policy, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim. We will not return any of the premiums paid.

#### **Cancellation Rights**

You have the right to cancel this policy within 30 days of the date you purchased the policy or when you received the policy documents, if this is later. This is known as your cooling off period. you do not need to provide a reason for cancellation, and we will provide a full refund of any premium paid, unless you have made a claim or there has been an incident likely to result in a claim.

Thereafter, you may cancel the insurance cover at any time by informing the Administrator, however no refund of premium will be payable.

#### **Cancellation By Us**

We may at any time cancel any insurance policy by giving 30 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. Non-payment of premium;
- b. Threatening and abusive behaviour;
- c. Failure to provide documents;
- d. Non-compliance with policy terms and conditions.

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud, which is detailed on page 7.

#### When Cover Ends

Cover will terminate immediately, and you will lose all rights to the benefits under this insurance policy.

- 1. If the premium for this Policy Schedule is not paid;
- 2. On the insurance expiry date as shown within your Policy Schedule
- 3. If you modify the insured item(s);
- In the event of a claim that has resulted from a breach of any of the terms in this policy;
- Following payment(s) and/or cost incurred by the insurer in relation to any one claim or the total of all claims, made by you throughout the period of insurance, reaching the claims limit:
- In the event of fraud, misrepresentation or dishonesty of any kind by you, or anyone acting on your behalf, in relation to this policy or any claim;

- The date we replace your furniture in full or the date we compensate you for the full loss of your furniture.
- 8. The date you or we cancel the policy.

#### **Claims Procedure**

In the event of a claim, the Claims Administrator may appoint an authorised technician to assess your claim.

In the first instance please complete the online claim form at <a href="https://claims.furnitureguard.co.uk/">https://claims.furnitureguard.co.uk/</a>. Please note that failure to provide all information at this point may mean that we will be unable to process your claim.

Alternatively, you can contact the Claims Administrator at: MB&G Insurance

Cobalt Business Exchange, Cobalt Park Way,

Newcastle, NE28 9NZ Telephone: 0191 258 8115 Email: ofl@mbginsurance.com

You must notify the Claims Administrator at the first reasonable opportunity, failure to provide this notification may result in your claim either being declined or reduced in value.

When notifying the Claims Administrator, you will be required to provide the following information:

- The certificate number, this will be found on your Policy Schedule:
- 2. Photographs of any damage to the insured item(s) you require to make a claim on.

The Claims Administrator will assess the validity of your claim and where, in the opinion of the Claims Administrator, an authorised technician will visit your address as listed on your Policy Schedule to carry out an inspection/repair. The technician will recommend an appropriate course of action to the Claims Administrator.

If your claim is settled by replacement of the insured item(s), we reserve the right to take ownership of the damaged furniture by arranging collection of the insured item(s).

You cannot sell or dispose of such items without written confirmation from the Claims Administrator.

If the Claims Administrator fails to collect damaged item(s) within 14 days of a replacement being provided by the Claims Administrator, then the ownership of them reverts to you.

Where the insured item(s) or any part of the insured item(s) are replaced the time taken to replace such an item or part's will be according to the suppliers of that item (or part's) quoted delivery time.

The Claims Administrator always act as agents of the insurer in dealing with your claim.

#### **Complaints Procedure**

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

#### SALE OF THE POLICY

Please contact:

Customer Services, Oak Furnitureland Head Office, Unit 10d, Viscount Way, Swindon, Wiltshire, SN3 4TN. www.oakfurnitureland.co.uk/page/complaints.html

#### **CLAIMS**

MB&G Insurance Services Limited
Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ
Email: ofl@mbginsurance.com
Tel: 0191 258 8115

In all correspondence please state that your insurance is provided by Novus Underwriting Limited and quote scheme reference B1927OFL0022023.

If your complaint about your claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to the Insurer.

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 €2million and fewer than ten staff. you may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower, London, E14 9SR Tel: 0300 123 9 123 Email: complaint.info@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 Citizens Advice Bureau.

If you have purchased the insurance policy online, you may also raise your complaint via the EU Online Dispute Resolution Portal at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

9

#### **Compensation Scheme**

Millennium Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Millennium Insurance Company Limited 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.