

FURNITURE & CARPET PROTECTION AGREEMENT TERMS AND CONDITIONS

What Is Protected?

SECTION 1 - LIMITS OF THE AGREEMENT 1

The most we will pay under this Agreement is the original price you paid for the protected item(s), after any discounts you were given at the time you bought it, or £2000 (for beds), whichever is the lowest. If an item is replaced under the terms of this agreement, no further protection will be available for this item. The item(s) is only protected if it remains within the United Kingdom (not including the Channel Islands and the Isle of Man) at all times.

2. Your protected item(s) must be in a private residence and not used in commercial premises, or property you rent out, including rented rooms within your home.
3. The Agreement does not protect any item(s) kept on a boat, in a caravan or in buildings not physically attached to the main residence.
4. There is no protection under this agreement for any product failing during the manufacturer's or retailer's guarantee period.
5. Additional sets of loose covers, accent/scatter cushions and arm cap and head protectors (antimacassars) are limited to a maximum indemnity of their purchase price as detailed individually on the invoice, or up to a maximum of 10% of the total retail value.
6. Protection is limited to pre-assembled furniture. This means we do not protect self-assembly or flat pack furniture whereby the customer builds the item(s) in its entirety.

SECTION 2 - WHAT IS PROTECTED: ALL AGREEMENTS

1. The cost of repairs after one or a combination of the following, depending on the type of protection you have: • accidental staining • accidental damage • faults with motion furniture mechanisms
2. The type of protection you have is shown on the front of this Certificate of Protection Agreement. Please check it carefully.
3. Your product will be protected if (a) it has been delivered in satisfactory condition to your home; (b) it has been used and cared for in line with the manufacturer's guidelines; (c) in relation to bed Agreements only, it has been used with the mattress protector purchased in conjunction with this Agreement; and (d) you adhere to all terms and conditions of this Agreement, including the claims procedure (section 6 below).
4. If a repair cannot be achieved, we may choose to replace the damaged part. If this is not possible, Home Angels may provide a replacement product(s), or settle the claim by a cash payment at Home Angels' discretion instead of a repair or replacement (up to the limit of protection). Any cash settlement will be limited to the equivalent cost of repair or replacement by Home Angels.
5. If your retailer offered it, your fabric product will have been given a stain protector treatment before it was delivered to your home. If this treatment was provided under the agreement, it will be specified under 'The Agreement Includes' section on this Protection Agreement.
6. Accidental damage to USB ports that form part of the furniture.

SECTION 3 - WHAT IS NOT ACCEPTED: ALL AGREEMENTS

Your product is not protected for:

1. Colour loss, fading and any natural characteristic to the covering of the item including splitting, cracking, scars, knots, bobbles, swirls and shading; or hairline marks (less than 1.5mm) which are naturally occurring in wood or high gloss finishes, or formed during the manufacturing process;

2. Leather or fabric relaxing, stretching, creasing or a change in texture (this inevitably happens to a natural product over time). Increased visibility of valleys, troughs or crazing in the leather caused by general soiling and external catalysts which occur over a period of time;
3. Interior fibre fillings, interior foam fillings not springing back to their original shape (if within industry expected settlement which may occur over a period of time), fraying, broken zips, any issues with stitching, loss of buttons, separation of coats or layers of pigments, veneer or finishes;
4. Whilst interior fibre or foam fillings are not protected under this agreement a consumer may wish or be required to pay for new interior to allow Home Angels to complete a full repair (e.g. a pet chewing through the seat cushion.)
5. Deterioration of the product's appearance through normal use or general soiling, for example wear on areas of high traffic (e.g. arm rest), or a build-up of oils on a headrest/headboard, or dye transfer over an extended period of time and so on;
6. An accumulation of multiple different stains or damages across multiple areas of the item;
7. Animal damage caused by an accumulation of multiple incidences of damage in multiple areas;
8. Abrasions that are caused by daily use and cleaning over a period of time;
9. Damage or staining caused by cleaning products being used incorrectly, unsuitable cleaning products being used or cleaning materials being used on a regular basis when this is not appropriate;
10. Odours; 11. Staining to interiors;
12. Any stain or damage caused when the product was being transported or was in storage;
13. Damage caused by the incorrect assembly of furniture, whether assembled by you or a third party;
14. Routine repair/cleaning carried out by a Home Angels approved repairer/cleaner or another party;
15. Any failure of repairs not undertaken as part of this Agreement;
16. Any other costs indirectly caused by the event which led to your claim, unless specifically stated in this Agreement;
17. Handheld, wireless devices used to operate functions (including battery packs) that are not permanently attached to your insured product;
18. Any damage or fault to electronic and audio-visual equipment that are attached or form part of your product(s), such as docking stations and speakers, including power surges which damage electrical components;
19. Any stain or damage caused by contractors in your home, neglect, abuse, misuse, malicious damage, theft, fire, scorching, flood, burst pipes (including radiator leaks), sunlight, wind, weather, leaking roofs or leaking conservatories;
20. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
21. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3a. WHAT IS NOT ACCEPTED – BED AGREEMENTS ONLY

i. accidental staining and/or damage to the mattress protector used in conjunction with this Agreement;

3b. WHAT IS NOT ACCEPTED – CARPET AGREEMENTS ONLY

i. staining to carpets laid in kitchens or bathrooms; ii. any carpet that is not fitted by a professional fitter e.g. rugs, runners and mats/matting; iii. underlay and accessories such as door bars; iv. any fitting costs; v. stretching or shrinking of the carpet following the fitting of the carpet; vi. any fraying at the edges of the carpet or the loosening (often called 'pulling') of threads of the carpet; or vii. staining or damage to grass, reed, sisal or hessian type carpets.

SECTION 4 – WHAT TO DO IN THE EVENT OF A SPILL

In the event of a spill, you should act immediately. Blot liquid spills or remove solids with a clean, dry white cloth or paper towel and work towards the centre of the spill. Do not rub as this will damage your product. Do not use any inappropriate cleaning materials such as cleaning wipes containing bleaching agents or baby wipes to try to remove the stain as this could cause further damage to your furniture, which we will not accept. Should a spill result in a stain, follow the claims procedure in Section 5 below.

SECTION 5 – CLAIMS PROCEDURE

1. If you need to make a claim under this agreement, please telephone Home Angels on 0844 057 0232 or email us at claims@home-angels.co.uk please quote your agreement reference number found on your agreement plan.

2. You must make any claim as soon as possible, and always within 28 days of the event giving rise to a claim. Any delay may mean that we will not pay the claim, or that we will reduce the claim or the amount of protection. We may ask to inspect the product to help assess your claim.

3. We will ask you to provide photographs of the damage so we can assess your claim more quickly.

4. If you already have an ongoing claim with us, any new damage would need to be separately reported. Our technician will be instructed to only carry out the repair needed for each reported claim.

5. Once an appointment has been confirmed for a technician to come to your home, if you want to cancel the appointment you must give 24 hours' notice. If you don't, you will have to pay a fee of £25. Another appointment will be confirmed once the fee has been paid.

6. We will settle valid claims by sending you a specialised stain remover product (if appropriate), or cleaning or repairing your damaged product as we see fit. If the product cannot be satisfactorily cleaned or repaired, we may replace the part or product. The following will then apply: (a) if we agree to replace the product or part of it, we may take possession of the original item or part; (b) we do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our liability is limited to the best job a Home Angels' approved technician could do in the circumstances; (c) if, after we have provided a replacement, we do not take possession of the replaced item for ourselves, you will be responsible for its disposal; (d) if we replace the product, that replacement will not be protected under this Agreement; (e) you must co-operate with us when we arrange any delivery or collection with you; and (f) any replacement will be of a similar standard, specification and style as your original product, if the limit of protection allows this.

SECTION 6 - GENERAL CONDITIONS

1. By accepting this agreement with Home Angels (Domestic Repair Services) Ltd, you declare that you have agreed to make payments by Direct Debit. You are still protected by the Direct Debit Guarantee.

2. You should always look after the product to prevent any staining or damage and maintain it in line with the manufacturer's guidelines; including professional cleaning, if advised, for an accumulation of general soil or build-up which is not protected under this Agreement.

3. The Law which applies will be that which applies to the country the agreement was purchased in.

4. You must tell us if you change address.

5. The Agreement holder (the person named on the invoice) can transfer this Agreement to another person by (a) emailing customerservices@home-angels.co.uk or telephoning 0844 057 0232; (b) giving us the full name and address of the person this Agreement is being transferred to; (c) telling us the date you want the transfer to take place; and (d) paying a £25 administration fee; The transfer will not be effective until we receive the fee.

6. You will have to pay any costs not protected by this Agreement.

7. We will only change the terms of this Agreement if we have to under any law or regulation. We will give you at least 60 days' written notice of any change.

SECTION 7 - WHEN PROTECTION ENDS

1. All agreements under this Agreement will not automatically end: If you wish to do so this must be done in writing 30 days before your agreement automatically renews

2. On the date we cancel your Agreement because you have made a fraudulent claim;

3. On the date you cancel your Agreement as per Section 8 below.

SECTION 8 - YOUR RIGHT TO CANCEL

1. If you want to, you may cancel this Agreement within 14 days of the agreement being set up. If you have not made a claim, you will get a full refund of your premium. The only exception to this is if the product has been treated with a stain protector as part of the Agreement. In this case, you will be entitled to a refund of only 50% of the premium you have paid.

2. If you want to cancel this Agreement after 14 days or more email customerservices@home-angels.co.uk or write to us at Albany House, 14 Shute End, Wokingham, Berkshire, RG40 1BJ. If you have not made a claim, you will be entitled to a refund of a proportion of the premium you have paid. The refund will be based on the number of complete months remaining on this Agreement from the date you asked us to cancel it. You will also have to pay an administration fee of £50 which we will take from your refund.

3. Cancellations will not be backdated. If we have settled a claim, you will not be entitled to any refund of premium. If there has been an incident likely to give rise to a claim, you will not be entitled to a refund until we have decided whether we should settle that claim. If we decide not to settle the claim, the date of cancellation will be the date you asked us to cancel this Agreement.

SECTION 9 - COMPLAINTS

If your expectations are not met or you are dissatisfied in some way, we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient way possible. If you wish to make a complaint about the conduct of the sale of this agreement, including any information provided as part of the sale, please contact the retailer who sold you the agreement (if and where applicable). Home Angels (Domestic Repair Services) Ltd handles complaints under this agreement on our behalf. If you wish to make a complaint of this nature, please contact Complaints Team by writing to us at Albany House, 14 Shute End, Wokingham, Berkshire, RG40 1BJ or email customerservices@home-angels.co.uk or call 0844 057 0232 and quote your agreement reference number or claim number so that your enquiry can be dealt with quickly. You will be contacted within five days of the receipt of your complaint and informed of what action will be taken. Home Angels will try to resolve the problem and give you an answer within four weeks. If it will take longer than four weeks you will be advised when you can expect an answer. If they have not given you an answer in eight weeks, they will tell you how you can take your complaint to the Financial Ombudsman Service for review. If your complaint cannot be resolved within this period, Home Angels will notify you in writing to confirm both the causes for the delay and the time in which they expect to resolve your complaint. If you are unsatisfied with the fact that the complaint has not been resolved in a timely manner or you remain dissatisfied with our

response, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of receiving our final decision letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. The Financial Ombudsman Service may be contacted as follows: • by submitting Your complaint online – please see financial-ombudsman.org.uk; or • by email at complaint.info@financial-ombudsman.org.uk; or • by telephone on 0207 964 1000; or • by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR. **IMPORTANT:** The Financial Ombudsman Service will expect you to have followed the above procedure before they accept your case. The complaints handling arrangements above is without prejudice to your right to commence a legal action in accordance with your contractual rights. Please remember to include your full name and full postal address in all correspondence.

SECTION 10 - NOTICE TO CUSTOMERS

Home Angels (Domestic Repair Services) Ltd may monitor or record any phone calls you make in connection with this agreement in order to check the accuracy of the information, help with staff training and prove that our procedures meet all relevant regulatory requirements. If you have any disability that makes communication difficult, please contact Home Angels by letter, phone or email and we will be pleased to help.

SECTION 11 – THIRD PARTY RIGHTS

Except where otherwise required by law, you and we have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this agreement you and we can rescind or vary the terms of this contract without the consent of any third party to this agreement, who might seek to assert that they have rights under this Agreement.

DIRECT DEBIT GUARANTEE

- This guarantee should be detached and retained by the Payer. The Direct Debit Guarantee
- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Home Angels will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Home Angels or your Bank or Building Society, you are guaranteed a full and immediate refund.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.