

**General Terms and Conditions for  
Furniture+ Insurance: 02.2026  
Helvetia Global Solutions Ltd**

**Furniture Product T&Cs 02.2026**

## A. Definitions

The following capitalized terms shall have the meanings set forth below:

### Accidental Damage

Shall mean a sudden and unforeseen accidental event resulting in damage to the product(s) not otherwise excluded under this policy.

### Accidental Staining

Shall mean a sudden and unforeseen accidental event resulting in a stain to the product(s) not otherwise excluded under this policy.

### Associated Persons

Shall mean individuals who are lawfully entrusted by the Insured Person to store or safeguard the Insured Item, in accordance with legal or contractual authorisation.

### Claim

Shall mean a formal request made by the Policyholder or Insured Person to the Insurer for compensation under the terms of the Insurance Policy.

### Effective Date

Shall mean the date that the Furniture+ Insurance Product takes effect.

### Equivalent Product

Shall mean a product of the same category and functionality, with comparable performance characteristics, age, and value as the Insured Purchase. An Equivalent Product may be a new or manufacturer-refurbished product. We reserve the right to determine equivalence using criteria including but not limited to retail value, manufacturer, and technical specifications.

### Excess

Shall mean the amount by which the insurance benefits are reduced.

### Family Members

Shall mean persons who live permanently in the same household as the Policyholder or the Insured Person, such as spouses, domestic partners, parents, children, siblings, or other legally dependent relatives.

### Insured Event

Shall mean an occurrence resulting in loss, damage, or destruction of the Insured Item, which is explicitly covered under the Insurance Certificate. The term may also be referred to as a "Claim" in this Policy.

### Insured Person

Shall mean a person who has an insurable interest in the Insured Property.

### Insured Product

Shall mean the item or items detailed in the Policy Details section on Your Insurance Certificate.

### Insurer

Shall mean Helvetia Global Solutions Ltd, domiciled at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered with the Commercial Register of the Principality of Liechtenstein (register number FL-0092.191.766-9), and regulated by the Financial Markets Authority of the Principality of Liechtenstein (FMA).

### Managing General Agent

Shall mean Warranty Expert DE GmbH.

### Period of Cover

Shall mean the period specified in the Policy Details section on Your Insurance Certificate.

### Policy

Shall mean our General Terms and Conditions and the Insurance Certificate.

### Policyholder

Shall mean the person who has entered into the insurance agreement with the Insurer.

### Premium

Shall mean the amount payable by the Policyholder for the insurance coverage, either as a one-time payment or in recurring intervals, as specified in the Insurance Certificate.

### Product Warranty

Shall mean a statutory or manufacturer's warranty granted by the manufacturer or seller.

### Structural Defects

Shall mean the faults found outside the manufacturer's or retailer's guarantee and/or warranty period that have occurred due to faulty or defective components not otherwise specified or excluded under this policy.

### Terms and Conditions

Shall mean the Terms and Conditions for the Furniture+ Insurance Product as set forth herein.

### Wear and Tear

Shall mean the gradual deterioration associated with normal use and age of the product.

### We or Us or Our

Shall mean the Insurer of the Furniture+ Insurance and the entity contractually obligated to You under the Terms and Conditions of this Furniture+ Insurance. We may provide coverage under this Furniture+ Insurance directly or use an Authorised Service Centre to provide services on our behalf.

### You and Your

Shall mean the Policyholder.

## B. General Conditions

The following Terms and Conditions complement the current law on insurance contracts and apply to all Your chosen coverages.

### 1 Coverage

#### 1.1 The Insurance Cover

1.1.1 The applicable product category is stated in Your Insurance Certificate and determines the extent of benefits provided under the Policy.

1.1.2 The scope of insurance coverage shall apply to Insured Products specified in the Policy, which have been purchased by the Policyholder for non-commercial purposes.

1.1.3 The applicable categories of cover include:

1.1.3.1 Sofa and lounge seating (e.g., 2/3 seaters, corner sofas, and sectionals);

1.1.3.2 Living room armchairs / lounge chairs/ chase lounges;

- 1.1.3.3 Matching footstools / poufs from the same lounge range;
- 1.1.3.4 Recliner sofas and recliner armchairs (manual or motorised);
- 1.1.3.5 Bed frames (fixed frame, no storage), slatted base bed frames (non-motorised), headboards (i.e., sold separately, not attached to bed frame), guest beds / daybeds (without mattress);
- 1.1.3.6 Beds with integrated storage and lifting mechanisms (e.g., traditional ottoman beds, lift-up ottoman beds, ottoman beds with gas-lift mechanisms);
- 1.1.3.7 Mattresses (e.g., foam, spring, hybrid, roll up / boxed)
- 1.1.3.8 Cabinets and storage (e.g., all storage / box-type furniture, including shelving);
- 1.1.3.9 Tables for dining and living only (non-office);
- 1.1.3.10 Seating chairs for tables, non-office (e.g., upholstered or non-upholstered, breakfast nook seating, bar stool/ counter stools);
- 1.1.3.11 Indoor floor coverings / rugs;
- 1.1.3.12 Workspace-designed furniture (e.g., standard desks, fixed office desks, manual, electric or motorised height-adjustable desks, office and swivel chairs, task chairs, gaming chairs and desks, office storage, filing cabinets, cupboards, and pedestals);
- 1.1.3.13 Furniture designed for outside use (e.g., table & chair dining sets, lounge sets with sofa / chairs/ table, single outdoor chairs, tables, loungers, garden benches, outdoor storage boxes and benches, balcony small table and chairs sets);
- 1.1.3.14 Accessories / smaller complementary items (e.g., cushions, throws, and other soft accessories, mirrors, decorative vases / objects);
- 1.1.3.15 Furniture sets / commercial bundles (e.g., dining sets, living room sets, bedroom sets, indoor lounge sets)

**1.2 Shall mean coverage against financial loss resulting from:**

- 1.2.1 External Impacts if expressly included in the Insurance Certificate
- 1.2.2 Sudden, unforeseen, and unexpected damage caused by accidental staining and accidental damage to Your Insured Product.
- 1.2.3 Scratches, dents, rips, and spills caused by sudden and unforeseen accidental events are covered up to the Sum Insured.
- 1.2.4 Defects and / or faults with Your Insured Product found outside of the manufacturer's or retailer's guarantee period.
- 1.2.5 Structural defects arising during this period must be reported to the original retailer where the Insured Product was purchased
- 1.2.6 Where the manufacturer or retailer provides a guarantee or warranty for the Insured Product that extends beyond the standard statutory warranty period, cover under this Policy in respect of defects and faults shall not apply for the duration of such manufacturer's or retailer's guarantee, even where such period falls within the term of this Policy, and any defects arising during that period must be reported to the manufacturer or retailer; this limitation shall not affect cover for accidental damage, including stains, scratches, rips, and spills, where such cover is provided under this Policy.

**1.3 The following items are excluded from coverage:**

- *Baby and nursery furniture, or similar items specifically*

*marketed for babies and toddlers*

- *Mattress toppers, overlays, similar comfort layers (consumables)*
- *Batteries, bulbs, and LED modules*
- *Spare parts and standalone components (e.g., replacement legs, handles, hinges, fittings, covers)*
- *Lamps and stand-alone lighting products (e.g., table lamps, floor lamps, wall lamps, ceiling lights)*
- *Fitted or built-in installations (e.g., fitted kitchens, built in units, integrated worktops, sinks and taps)*
- *Structural and building elements (e.g., fitted carpets, wall-to-wall flooring, wall panels, tiles, doors, windows, staircases, radiators)*
- *Gradual damage of staining, accidental or otherwise*
- *Damage caused by pets*
- *Damage caused by any animal other than Your pet(s)*
- *Goods intended for commercial resale*
- *Furniture utilised for areas not specified by the manufacturer*
- *Product(s) purchased over a value of 20,000 Euros*
- *Outdoor rugs and rugs specifically marketed for outdoor use*

1.4 **No fixed excess will apply in the event of a claim.**

**2 Geographical Scope of Cover**

- 2.1 Cover applies to Insured items while located within the territory of the Republic of Ireland, at the private residential address of the Insured or at another private address within the Republic of Ireland where the items are used for domestic purposes.

**3 Furniture+ Insurance Indemnification**

- 3.1 When insuring a product that is covered by the Furniture+ Insurance Product, the Insurer shall indemnify the Insured for covered loss or damage up to the Sum Insured stated on the Insurance Certificate. Multiple insured events may occur during the insurance period, provided that the aggregate indemnification does not exceed the Sum Insured.
- 3.2 The Sum Insured shall be increased by 2% per annum, calculated on a non-compounding basis, subject to a maximum cumulative increase of 10% over the original Sum Insured stated in the Insurance Certificate. The adjusted Sum Insured shall apply solely for the purpose of indemnification.

**4 Limits of Indemnification**

**4.1 Applies specifically to the Outdoor Furniture category:**

- 4.1.1 Outdoor Furniture must be sufficiently covered and protected from prospective risks when not in use;
- 4.1.2 Cover applies only where, when not in use, Outdoor Furniture has been adequately covered and protected, and reasonable precautions have been taken to prevent loss or damage.
- 4.1.3 Outdoor Furniture made from rattan or plastic rattan materials are excluded from cover under the policy;
- 4.2 Events are excluded from coverage in Our Product:
  - 4.2.1 Damage caused deliberately by You or any Associated Person
  - 4.2.2 Any damage resulting in wear and tear
  - 4.2.3 Any damage resulting from neglect, abuse, or misuse of the Insured Product;
  - 4.2.4 The effects of sunlight wind, weather, rusting, radiation, building fire, smoke damage, flooding, water damage from leaking pipes or corrosion upon the Insured Product;
  - 4.2.5 Structural defects in products manufactured with a defective design or specification and subject to a manufacturer recall;
  - 4.2.6 Changes in colour or damage to any part of the product

- caused by sunlight, perspiration, natural hair and body oils or wear and tear;
- 4.2.7 The gradual accumulation of damage or staining, accidental or otherwise;
- 4.2.8 Accidental staining or accidental damage caused by the use of incorrect or inappropriate cleaning products or cleaning methods;
- 4.2.9 The removal of any odour unless caused by a stain covered by this Insurance Policy;
- 4.2.10 Any damage caused during delivery, assembly, or disassembly of the product;
- 4.2.11 Damage caused by any animal, except for sudden and unforeseen damage caused by Your pet(s), excluding damage that has accumulated over time;
- 4.2.12 Natural characteristics of leather such as brands, bites, tick marks and opened scars;
- 4.2.13 Structural defects first discovered before the expiry of the manufacturer's or retailer's guarantee or warranty period;
- 4.2.14 Components covered by the retailer's 20-year guarantee;
- 4.2.15 Furniture placed or used outdoors despite being designated by the manufacturer for indoor use only
- 4.3 The Insurer's total obligation under this Policy for any single claim or series of related claims arising from one event shall not exceed:
- 4.3.1 The actual cash value of the Insured Product at the time of loss; or
- 4.3.2 The specified Policy limit stated in the Policy Schedule;
- 4.3.3 Whichever is less, minus any applicable excess.
- 4.4 Indemnification will be based on the market value of the Insured Product immediately prior to the incident, accounting for age, condition, and depreciation.
- 4.5 We, the Insurer, may offer the following methods of indemnification, at Our discretion: repair, replacement, reimbursement via gift card, or, in exceptional circumstances, cash reimbursement.
- 4.6 If replacement is selected, the Insurer may choose to repair or replace the Insured Product with parts of like kind and quality rather than issuing a cash payment.
- 4.7 In no event shall the Policyholder be entitled to indemnification from this Policy for amounts already compensated by another insurance Policy, a warranty or service contract or a liable third party.
- 4.8 If any claim under this Policy is found to be fraudulent or intentionally misrepresented in any material aspect, all indemnification rights will be void, and the Insurer may recover any amounts previously paid.
- 5.7 Use of defective, poor quality, or unsuitable components, parts, or accessories;
- 5.8 Deception, misappropriation, or fraud;
- 5.9 Faults, failures, and defects covered under the liability of the manufacturer, seller, supplier, installer, or warranty service provider;
- 5.10 Disruption of electricity, gas, or heat supply;
- 5.11 Prolonged accumulation of water, or condensation of vapours;
- 5.12 Exposure to liquids (e.g., water, detergents) during washing or cleaning;
- 5.13 Exposure to liquids in areas of water (e.g., pool, sauna, bathing areas, lakes, ocean, open areas of sea water etc.);
- 5.14 Improper use, use contrary to manufacturer instructions, or incorrect installation, connection, maintenance or servicing (such as failing to clean the product as required or using inappropriate cleaning methods);
- 5.15 Modification or non-approved installation of the Insured Purchase;
- 5.16 Intentional actions or gross negligence by You, Your Family Members, or Associated Persons;
- 5.17 Intoxication from alcohol, drugs, or psychotropic substances;
- 5.18 Cost for diagnostics, transportation, or repair not pre-approved by us;
- 5.19 Use of the Insured Purchase for commercial or professional purposes;
- 5.20 Transferred or delegated use of the Insured Purchase by an Associated Person or third parties;
- 5.21 (De)installation or transportation of the Insured Purchase by third parties;
- 5.22 Unknown circumstances of the event (e.g., time, place);
- 5.23 Intentional exposure to heat (e.g., melting, welding, drying, ironing, burning);
- 5.24 Theft not immediately reported to the police;
- 5.25 Malfunctions caused by viruses, spyware, or the failure to install necessary software updates;
- 5.26 Indirect losses (e.g., subscription fees) resulting from lack of access to the Insured Purchase;
- 5.27 Custom-made alterations or additions that are not part of the original product;
- 5.28 Changes to, absence of, discrepancy, or damage to the serial number of the Insured Purchase;
- 5.29 Items that are consumables, spare parts, components, or standalone electrical products, including items that do not form part of the purchased furniture product, such as lamps, lighting products, batteries, bulbs, and/or LED modules;
- 5.30 Failures or spare parts and labour costs incurred as a result of the manufacturer's recall;
- 5.31 Wear or failure of components subject to regular use or periodic replacement;
- 5.32 Claims or costs that fall within the scope of a statutory warranty, manufacturer's guarantee, or seller's legal liability shall not be covered by this Policy. You must first exhaust such remedies with the respective party before submitting a claim under this insurance.
- 5.33 Damage to other property caused by the Insured Purchase, including but not limited to: (i) damage to floors, walls, or other surfaces caused by moving or positioning furniture; (ii) damage to other furniture or household items caused by the Insured Purchase (for example, if a falling or toppling bookcase damages a side table or coffee table). Such

## 5 General Exclusions

The insurance coverage explicitly excludes any damage, failure, loss, or claim resulting directly or indirectly from the following events or circumstances:

- 5.1 War, invasion, hostile acts of foreign states, civil unrest, riots, strikes, lockouts, acts of terrorism, civil war, and any destruction, confiscation, damage, or arrest by public authorities;
- 5.2 Nuclear reactions, radiation, and radioactive contamination;
- 5.3 Exposure to vermin, pests, insects, animals, or domestic pets, other than the Insured Person's own domestic pets;
- 5.4 Corrosion, mould, rot, fungus, or natural wear and tear;
- 5.5 Scratches, creases, or loss of aesthetic appearance that does not interfere with the further use of the Insured Purchase
- 5.6 Scratches resulting from wear and tear or accumulating over time are excluded;

damage is not covered under this Policy and is typically insured under separate home contents or property insurance.

## 6 Your Duties

- 6.1 The Insured should take adequate care of Insured Product, follow all applicable manufacturing guidelines for care and maintenance, and prevent potential further damage.
- 6.2 For furniture exceeding seventy-six (76) centimeters in height, the Insured must ensure that appropriate safety brackets or wall anchors are installed and properly utilised in accordance with applicable EU safety regulations. Coverage should be invalidated if either condition fails: failure to install and maintain such safety devices in accordance with manufacturer specifications, and claims arising from furniture tipping, toppling, or falling incidents.
- 6.3 When the Insured Product is outdoor furniture, the Insured must take reasonable care to protect it from loss or damage. This includes taking the following steps where appropriate:
  - 6.3.1 Use suitable protective covers, particularly when the furniture is not in use for extended periods.
  - 6.3.2 Ensure the furniture is placed on a suitable and stable surface and is not left in standing water or in conditions likely to cause avoidable damage.
  - 6.3.3 Take reasonable precautions during adverse weather conditions, including covering, securing, or storing the furniture where reasonably practical.
  - 6.3.4 Store or appropriately protect the furniture during prolonged periods of non-use, including seasonal or winter periods, where recommended by the manufacturer.
  - 6.3.5 Follow the manufacturer's instructions for care, use, storage, and maintenance.
  - 6.3.6 Where the Insured does not take reasonable care to comply with these duties, We may reduce or decline a claim only where such failure has increased the risk of loss or damage or has prejudiced Our ability to assess the claim.
- 6.4 As soon as You become aware of the occurrence of an Insured Event, You must notify Us immediately, at the latest within fourteen (14) calendar days, immediately notify the pertinent authorities and services of the event, if mandatory, obtain our instructions before taking any action (e.g., repair or replacement of the Insured Product or new purchase) and, insofar as is reasonable, act accordingly. Otherwise, We may not be obligated to make a payment under the Policy.
- 6.5 The Insured has a duty to prevent further damage or loss once an incident has occurred. Failure to do so may reduce or void Your claim.
- 6.6 The Insured has a duty to pay all premiums and applicable fees on times and in accordance with Your billing schedule. Failure to do so may result in cancellation of coverage.
- 6.7 In the event that the insurance risk increases, We may change the terms of the Policy and request payment of any additional insurance premium. However, if the insurance risk decreases, We will inform You and You can request that We change the terms of the contract and reduce the insurance premium.

## 7 Breach of Obligations

- 7.1 If You violate any of the duties as specified in Your Duties or agreements intentionally, We are exempt from paying benefits and, in the event of a grossly negligent violation (which You bear the burden of proof for the absence of gross negligence), We are entitled to reduce the benefits in accordance with the severity of Your fault, unless the violation of the obligation does not impact the cause of the occurrence of the determination of the Insured Event, or the determination of the scope of our obligation to pay benefits.

- 7.2 If a claim made by a Policyholder under a Policy contains information that is false or misleading or consciously disregards whether it is false or misleading, We are entitled to refuse to pay the claim and/or terminate the Policy.
- 7.3 If any claim under the Policy involves a fraudulent misrepresentation or fraudulent conduct of any kind, We are entitled to terminate the Policy from the date of submission of the fraudulent claim, refuse all liability in respect of any claim after the date of the fraudulent claim and not return to the Policyholder any of the premiums paid under the Policy.
- 7.4 When We refuse to pay the insurance benefit or reduce it, We must notify the Policyholder, the beneficiary or the injured third party and provide a detailed and reasoned written explanation of the reasons for the decision.

## 8 Payment of Your Insurance Benefit

- 8.1 Insurance benefits are paid solely on the principle of expense reimbursement. To this effect, We reimburse, at our discretion, the costs for either the replacement of the Insured Purchase with an Equivalent Purchase or for its repair.
- 8.2 If the total cost of the repairs exceeds the sum insured, or if it is not possible to make repairs, the Insured Purchase can instead be replaced with an Equivalent Purchase.
- 8.3 Upon replacement of the Insured Purchase with an Equivalent Purchase, it is understood that the Insured Property no longer exists, and the Insurance Contract shall end immediately and automatically.
- 8.4 Transportation and Disposal
  - 8.4.1 You are responsible for arranging and paying all costs to transport or dispose of the Insured Purchase. We do not reimburse transportation, shipping, or disposal costs under this Insurance, unless explicitly stated otherwise in clause 8.4.3.
  - 8.4.2 You may choose to dispose of the defective or no longer usable Insured Purchase yourself at your own cost.
  - 8.4.3 Once Your claim is approved, We will cover all costs for returning the repaired Insured Purchase to You or for delivering an Equivalent Replacement.
  - 8.4.4 All decisions regarding transport-related services are final, and no further transport or disposal claims will be processed.
  - 8.4.5 We reserve the sole discretion to determine whether repairs are conducted onsite at Your premises or at the designated repair centre.
- 8.5 In the event that the Insured Purchase is replaced, We reserve the right to take possession of the damaged purchases, once the replacement is complete.
- 8.6 In case there is an applicable excess, the excess will be factored into the reimbursement amount. The excess amount applicable to Your Policy can be found in Your Insurance Certificate.

## 9 Calculation of Your Insurance Benefit

- 9.1 The Insured (beneficiary) must unconditionally pay the excess either by cash or bank transfer following an accepted and paid claim. The excess amount is specified in Your Policy.
- 9.2 The insurance benefit shall be equal to the amount of the loss, which We determine in accordance with the Policy, and the rules and evidence supporting these facts and amounts.
- 9.3 If the method of indemnification requires the repair of the Insured Purchase, or if You prefer this method as it is more economical to repair the Insured Purchases, We shall pay the insurance benefit to the repair company, and You shall pay the amount of the applicable excess to us.
- 9.4 Upon replacement of an Insured Purchase with a Product

Purchase, the insurance benefit shall be equal to the acquisition value of the Equivalent Purchase, less the excess and outstanding insurance premiums payable.

- 9.5 When replacing a purchase with a new or an Equivalent Purchase, We can refer You to any retailer or partner. We shall pay the insurance benefit to the retailer directly, and You shall pay the amount of the applicable excess and any difference in pricing for an upgraded product to us where relevant.
- 9.6 We will investigate the claim within thirty (30) calendar days from the date of receipt of all the necessary information, determining the fact, circumstances, and amount of loss of the Insured Event. If the investigation lasts longer, We will keep You informed of the progress.
- 9.7 If the investigation lasts longer than three (3) months and the amount of the insurance benefit has not yet been agreed, We shall, at Your request, pay the undisputed amount.
- 9.8 If the investigation lasts longer than three (3) months and We still do not agree on the amount of the insurance benefit, at Your request, We will be able to pay the undisputed amount.

## 10 Payment of Your Insurance Premium

- 10.1 The amount of the insurance premium, payment terms, and methods are specified in the Insurance Certificate.
- 10.2 The obligation to pay outstanding insurance premiums shall remain even after the termination of the Insurance Contract.
- 10.3 We can arrange for insurance premiums to be deducted from Your bank account automatically, provided You correctly take all the necessary steps required by Your current payment service provider.
- 10.4 We will deduct the unpaid insurance premiums, which are outstanding, from the insurance benefit. When We replace an Insured Purchase with another one, We may claim all outstanding insurance premiums, regardless of their payment terms.
- 10.5 If the person responsible for the damage has at least partially compensated You for the damage, We shall reduce the insurance benefit by the corresponding amount.

## 11 Sum Insured

- 11.1 The insurance benefit shall not exceed the sum insured. The sum insured is equivalent to the unsubsidized purchase value (e.g., before discount) of the Insured Purchase at the time of acquisition. We shall not be responsible for an incorrectly determined sum insured. It is the responsibility of the Policyholder to ensure the sum insured accurately reflects the value of the Insured Item at the time of purchase. The sum insured is specified in the Insurance Certificate.
- 11.2 The sum insured is recoverable i.e., a previously paid-out insurance benefit does not reduce the available limit (sum insured) for future Insured Events. This is not applicable however, in the event that the Insured Purchase is replaced with an Equivalent Purchase. No additional limits or benefits are available following a replacement.

## 12 Right of Revocation

- 12.1 We will refund you the full insurance premium paid if you decide to cancel the Insurance Contract within fourteen (14) calendar days of its conclusion (i.e., the issuing of the Insurance Certificate), provided that: (i) cover has not already commenced, and (ii) no claim has been made under the Policy. This applies only if you terminate your contract via the approved channels (e.g., online claim portal, email, or telephone). The refund will be processed and paid to you within thirty (30) calendar days of receipt of the cancellation notice.

## 13 Policy Term / End of Coverage

- 13.1 We will refund the balance of the insurance premium paid for the unexpired term of the Insurance Cover specified in the Policy, if:
- 13.1.1 Due to the manufacturer's defect, the Insured Purchase is returned to the manufacturer or retailer or the product;
- 13.1.2 In case of loss or destruction of the Insured Purchase not due to the Insured Event, when evidence confirming this fact has been submitted.
- 13.1.3 Where the Insured Purchase has been delivered to the Policyholder, as confirmed by either the original retailer or the Policyholder, cancellation of this Policy after the fourteen (14) calendar day cooling-off period shall only be permitted in justified circumstances, including but not limited to:
- 13.1.3.1 (i) the Insured Purchase has been sold or transferred to another person;
- 13.1.3.2 (ii) the Insured Purchase has been permanently lost or destroyed;
- 13.1.3.3 (iii) the Insured Purchase is otherwise no longer owned by the Policyholder or is no longer insurable.
- 13.1.3.4 Where cancellation is accepted, any refund due shall be calculated as follows:
- 13.1.3.5  $\text{Refund} = (\text{Premium} \times \text{Remaining Days} \div \text{Total Days}) - \text{Claims Settlement Value}$   
Where:
- 13.1.3.6 Premium means the total premium paid for the Policy;
- 13.1.3.7 Remaining Days means the number of days between the effective date of cancellation and the original expiry date of the Policy;
- 13.1.3.8 Total Days means the total number of days in the Period of Cover;
- 13.1.3.9 Claims Settlement Value means the total value of any claims settled under the Policy, including any cash payments made and the cost of any repairs, replacements, or other services provided by the Insurer.
- 13.1.3.10 If the result of this calculation is zero or less, no refund shall be payable.
- 13.1.4 Any refund due will be paid to the Policyholder within thirty (30) calendar days after the Insurer has received and accepted the Policyholder's cancellation request via the approved channels (e.g., online claim portal, email, or telephone).
- 13.2 We shall not refund the unused balance of the insurance premium paid if the purchase is lost or destroyed due to an Insured Event. In such cases, it is understood that after paying the insurance benefit (replacing the purchase with another), the sum insured shall be considered exhausted, the contract shall automatically end, and no unused balance of the insurance premiums shall be refunded, recovered benefit.
- 13.3 The Insurance Contract is meant to run for the full agreed term. By purchasing this Policy, We enter into an agreement that the contract will run for the full agreed term. We agree that the contract duration will be completed in full, and early termination by the Policy holder should not occur under normal circumstances, regardless of the reason given.
- 13.4 Any additional outstanding payments owed by the Insured will still be owed after termination has been approved.
- 13.5 The cases of insurance premium refund, or part thereof, specified in the present Terms and Conditions are final, and no premium, or part thereof, shall be refunded for any other reasons not specified herein.
- 13.6 **The Policy expires:**
- 13.6.1 Upon expiration of the term specified in the Insurance Certificate;
- 13.6.2 By mutual agreement or unilaterally at Your initiative;
- 13.6.3 At our own initiatives, on the ground provided for by law or

- the Policy, from the date specified in our notice;
- 13.6.4 Upon destruction of the Insured Purchase.
- 13.7 You are entitled to terminate the Policy at any time during an Insurance Period in accordance with the Irish Consumer Insurance Contracts Act of 2019. Notice of such termination shall be given in writing to the contact details included in Your Insurance Certificate. Notice of termination given in any other manner shall be null and void.
- 13.8 If You have not specified the date of termination, the insurance shall cease to be in force at the date of the delivery or dispatch to the Insurer of the notice of termination. Notwithstanding this, there is no entitlement to terminate if the term of the Policy is shorter than thirty (30) days.

## 14 Filing a Claim

- 14.1 When making a claim under this Policy, You must present the following:
- 14.1.1 An application for payment of an insurance benefits using the contact channels provided in the Insurance Certificate for reporting a claim;
- 14.1.2 Purchase and acquisition documents (original invoice of the Insured Product) and delivery note;
- 14.1.3 In cases where the customer has not retained the receipt, alternative proof of purchase or delivery may be accepted (e.g., delivery confirmation from the retailer, order confirmation, invoice copy, or retailer system records);
- 14.1.4 Information confirming the amount and fact of the loss;
- 14.1.5 Information regarding the person responsible for the damage;
- 14.1.6 Provide information that may affect the assessment of the insurance risk, the probability of the Insured Event, and the amount of damage;
- 14.1.7 Provide information on whether the Insured Purchase is also insured by other insurance companies or is covered under a pre-existing Home Insurance Policy.
- 14.2 In the event that You wish to arrange for Your Insured Purchase to be repaired following an Insured Event, You must contact our designated repair company for any and all repairs.
- 14.3 Valid claims will be settled, at Our discretion, by cleaning or repairing the damaged Insured Product. Repair shall be considered before any replacement is offered. Where cleaning or repair is not appropriate or economical, the claim may be settled in accordance with clause 14.3.5.
- 14.3.1 In the event of an accidental damage claim, the initial response may be the provision of a specialist Care Kit, which You are required to use in accordance with the instructions provided. If the issue cannot be resolved using the Care Kit, You must notify Us so that the claim can be assessed for further action.
- 14.3.2 We may arrange an inspection of the Insured Product to determine the most economical and appropriate method of settling the claim, which may include cleaning or repair.
- 14.3.3 Where a claim results in cleaning or repair, a technician may require one or more on-site visits to inspect and carry out the necessary work. In some cases, parts may need to be ordered to complete the repair.
- 14.3.4 Where replacement leather or fabric parts are required, variations in colour, shade, or appearance may occur due to age and use of the Insured Product. Repairs will be carried out based on the original specifications, and Our liability is limited to restoring the product to its original functional condition.
- 14.3.5 Cleaning and repairs may be carried out, at Our sole discretion, up to the applicable Sum Insured. Where We determine that cleaning or repair is not appropriate or economical, We may settle the claim by replacement of the Insured Product, by providing a store voucher or gift

card, or, where neither replacement nor a store voucher or gift card is reasonably practicable, and only in exceptional circumstances, by cash reimbursement, in each case up to the applicable Sum Insured.

- 14.3.6 If a technician is unable to gain access to the Insured Product during a pre-arranged home visit, You will be responsible for the cost of the appointment before a rearranged visit is agreed and booked. The standard missed appointment fee is EUR 40.
- 14.3.7 Where a replacement or store voucher, gift card, or cash reimbursement is provided, We reserve the right to take ownership of the damaged Insured Product. If We elect not to collect the product, ownership of and responsibility for the product, including disposal, shall remain with You.
- 14.3.8 Where an Insured Product consists of multiple non-integral items that can be reasonably separated, including but not limited to sideboards and chests of drawers, arm caps, scatter cushions, or accessories, such items shall be treated as separate products for the purposes of claim assessment and settlement.

## 15 Filing a Complaint

- 15.1 **If You have any feedback or complaints, please contact Warranty Expert DE GmbH:**

**Email:** [ireland@warranty.expert](mailto:ireland@warranty.expert) **Phone:** +353 81 888 2120

Please retain all documents, including Your Policy Number, and all supporting documentation.

Warranty Expert will acknowledge the complaint on paper / a durable medium within five (5) business days of being received. A point of contact for the complaint will be appointed by Warranty Expert, and regular updates on the progress of the investigation will be provided at intervals of no greater than twenty (20) business days.

Warranty Expert will attempt to investigate and resolve the complaint within forty (40) business days, however, if this is not possible, Warranty Expert will inform the complainant of the anticipated timeframe within which they hope to resolve the complaint.

Warranty Expert will inform the complainant within five (5) business days on paper / a durable medium of the completion of the investigation, of the outcome of the investigation, or of the terms of any offer or settlement.

The application must be submitted within three (3) months from the date on which You became aware or should have become aware of any offer or settlement.

- 15.2 If Your complaint cannot be resolved with Warranty Expert or is not resolved to Your satisfaction, You can refer to Your complaint to the Financial Services Pensions Ombudsman (FSPO), see Section 16 for more details.
- 15.3 If this matter is escalated to local court proceedings, Your case may also be settled by a competent district court in Ireland. The issues not provided for in the Terms and Conditions and in the Insurance Contract shall be resolved in accordance with the provisions of the Consumer Insurance Contracts Act and other applicable legal acts of the laws of Ireland. The present Policy shall be governed by the law of the Republic of Ireland.

## 16 Dispute Resolution

- 16.1 We aim to provide an excellent service; however, if You should be dissatisfied with the services performed under this Furniture+ Insurance or if You have any other dispute during the Insurance Period of the Furniture+ Insurance, to the fullest extent allowable by the law of Your jurisdiction, We require that You first provide Us with notification of the dispute and a reasonable opportunity to respond before You submit to Our dispute resolution program or proceed to arbitration as discussed below.

16.2 Should You wish to contact Us in an attempt to resolve a dispute under this Furniture+ Insurance, send Your written notification to [ireland@warranty.expert](mailto:ireland@warranty.expert).

16.3 Please include the following information when filing a complaint:

- Full Name, Date of Birth, Legal Address in Ireland
- Contact details including Telephone and Email Address
- Policy Number, Date, Proof of Purchase, Retailer/ Partner Name
- Claims Reference Number (If applicable)
- Description of complaint, persons spoken with and nature of complaint

**Financial Services and Pensions Ombudsman “FSPO”:** Lincoln House, Lincoln Place, Dublin 2, D02 VH29, email: [info@fspo.ie](mailto:info@fspo.ie), tel. +353 1 567 7000, [www.fspo.ie](http://www.fspo.ie), online contact form: <https://www.fspo.ie/complaint-form.aspx> You can present Your case to the FSPO which renders impartial advice and guidance. The FSPO also provides dispute settlement recommendations.

## 17 Insurance Period

17.1 The duration of the Policy is stated in the Insurance Certificate. The contract shall take effect only upon payment of the full or first instalment of the insurance premium, if We have agreed to payments in instalments.

17.2 If You are late in paying the premium or its first instalment, no insurance benefits are granted under this Insurance Contract until one (1) day after the owed premium is paid in full so long as the premium was paid no later than one (1) month from its original due date. Should none of the owed premium be paid within one (1) month from its original due date, the Policy shall not come into effect and will be terminated. We shall be obligated to inform You about such termination.

17.3 If only part of the owed insurance premium has been paid, the Insurance Contract shall not come into effect, and no insurance cover shall be provided.

17.4 If You do not pay the insurance premium for subsequent premium payment, the insurance coverage shall be automatically suspended without a separate notice, and We shall have the right to terminate the Insurance Contract in accordance with legal acts.

## 18 Other Provisions

18.1 Any notice which one party to the Insurance Contract is required to give to the other party must be in writing. Any notice shall be sent by email to the email address specified in the Insurance Certificate or the Terms and Conditions.

18.2 Our rights and obligations arising from the Policy may be transferred in accordance with the procedure established by law. If You disagree, You may terminate the contract within one month of the transfer of rights and obligation and We shall refund the full unused part of the insurance premium.

## 19 Sanction Clause

19.1 We shall not be deemed to provide cover and We shall not be liable to pay any claim, make any return of payment or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, provision of such benefit, or return of such payment would conflict with any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of Switzerland, the European Union, the United Kingdom or the United States of America.

## 20 Privacy

20.1 Your personal data in relation to this Furniture+ Insurance will be processed by Us in accordance with our privacy statement

available at:  
<https://www.helvetia.com/corporate/web/en/home/about-us/contact/privacy.html>

## 21 Entire Agreement and Governing Law

21.1 These Terms and Conditions together with Your Insurance Certificate form the entire agreement between You and Us with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings, and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions whenever delivered.

21.2 These Terms and Conditions shall be governed by the laws of Ireland. The courts of the country where the Policyholder is domiciled or the country where the Insurer is domiciled shall have an exclusive venue for disputes relating to the interpretation or enforcement of this Furniture+ Insurance Policy.

### 21.3 Court Proceedings:

21.3.1 Your case may also be settled by a competent district court in Ireland.

21.3.2 The issues not provided for in the Terms and Conditions and in the Insurance Contract shall be resolved in accordance with the provisions of the Consumer Insurance Contracts Act and other applicable legal acts of the laws of Ireland. The present Policy shall be governed by the law of the Republic of Ireland.