

Brightcare Weekly Renewable Extended Warranty Terms And Conditions

IMPORTANT INFORMATION

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us.

1 IMPORTANT CONDITIONS

- All information you give must be true, factual and not misleading.
- Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- Your product must be used in a private home, solely occupied by a single household (at the address you gave to us).
- For products which can store data, you must ensure that your product does not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

2 MEANING OF WORDS AND PHRASES

Defined terms in these Terms and Conditions have the same meaning as in the Hire Purchase Agreement, unless otherwise stated.

In these Terms and Conditions, we use the following defined terms:

BrightCare Agreement Front Page: the personalised section of the Plan documentation.

Claim: is a request to repair a product fault

Exclusions: see clause 4 (What the Plan Excludes)

Extended Term: defined in clause (d)(a)

Product Failure: any actual breakdown, faulty working or failure of any of the Goods (other than Software) arising from a mechanical, structural or electrical fault which is not an Exclusion (see clause 4).

Hire Purchase Agreement: the contract of hire-purchase in connection with the Goods, as shown in the BrightCare Agreement Front Page.

Goods: the goods protected by the Plan, as shown in the BrightCare Agreement Front Page.

Initial Term: is the Start Date is after the date on which you agreed to enter into this Agreement (which may be when you signed the BrightCare Agreement Front Page), the length of the Initial Term may be less than 7 days.

Maximum renewal age limit: see clause 8(d). Its maximum renewable age limit based on your age of Goods

Nobody in fee: is a fee that may apply, if our technician or delivery persons attends a scheduled appointment and is not able to gain access to the Goods or property, as no one authorised to allow access is present.

Plan: the weekly renewable contract of services, comprising the BrightCare Agreement Front Page and these Terms and Conditions.

Reasonable Repair time: is defined as 30 days for technology, white goods, Televisions, Audio and Seasonal Furniture/Bedding and Dining is not less than 40 working days. Where parts are not available these may take longer to repair. We will prioritise essential Goods in the home over non-essential Goods. For details on what is essential and non-essential please visit our website www.brighthouse.co.uk.

Replacement Good: goods to be considered as suitable replacements will be on a like for like basis or where possible a better specification model depending on availability of Goods from time to time. See clause 10.

We/us/our: Caversham Finance Limited (In Administration) (CFL) operates a business trading as BrightHouse. Registered in England and Wales. Registered Number: 00785922. Registered Address: c/o Grant Thornton UK LLP, 4 Hardman Square, Spinningfields, Manchester M3 3EB. Authorised and regulated by the Financial Conduct Authority under registration number 695094. The affairs, business and property of CFL are being managed by Chris Laverty, Trevor O'Sullivan and Helen Dale, appointed as Joint Administrators on 30 March 2020. The Joint Administrators act as agents of CFL and without personal liability. Chris Laverty, Trevor O'Sullivan and Helen Dale are authorised by the IPA to act as insolvency practitioners and are now the provider of the Plan, and our successors or any company, firm or person to whom our rights under the Plan are assigned

You/your: the person named in the BrightCare Agreement Front Page.

In the event of any inconsistency with these Terms and Conditions, the Hire Purchase Agreement has precedence.

3 OUR OBLIGATIONS

- This Plan covers:
 - Product Failure on Goods (not Accidental damage, fire or theft)
 - Goods in England, Scotland and Wales provided the Hire Purchase Agreement has not been terminated and the Plan has been paid for;
 - in the event of a Product Failure whilst the Goods are kept in the Premises;
 - any Failure of the Goods whilst in transit between BrightHouse locations and your Premises; or
 - for portable electronic equipment only, which you temporarily remove from the Premises but which remains in England, Scotland or Wales.
- The circumstances in which the Plan will not apply are found in clause 4.
- Subject to you carrying out your obligations under the Plan (see clause 6), we will provide the following services to you and fees may apply. We will first check if you have valid cover in place that would allow us to assist you with a repair, if that is correct we will open up a claim for you ensuring that we take down all details of the Product Failure as provided by you. You will get a claim reference number, please take it down for future reference. If you claim is approved to proceed for an assessment, we will:
 - First attempt to try resolve the problem over the phone where applicable;
 - If we are not able to resolve the problem, we will appoint a Technician who will undertake a house visit (carefully observing all required UK Government

health and safety standards) to access the Product Failure and to determine if such Failure falls under the terms of cover;

- If the Failure is covered, a Technician will then decide to either undertake an in-home repair or at their own informed election, remove the Goods that have suffered a Failure from the Premises for further examination and repair. We will return the Goods we have removed if they have been repaired but not if your agreement has been terminated without you having taken ownership of the Goods, in which case we will return the Goods to BrightHouse;
- If the repair is for Technology Goods, you will be required to send in the Good using the preferred method of delivery as provided to you by our Customer Service consultants;
- If on examination of the Goods the Technician or we decide that because of a Failure it would be uneconomic or impracticable to repair the Goods, (An example of this would be if spare parts to carry out the repairs are no longer available), then we will look to provide you with a Replacement Good or make an alternative settlement offer, depending on the extent of the claim. All Goods removed from the home by a Technician must be returned to your home even if it is deemed beyond economic repair, in order for a collection to be booked.
- If on examination of the Goods the Technician or we decide that the Goods have not suffered a Failure due to its design but rather due to misuse, negligence or normal wear and tear, we can apply an additional or supplementary charge for the call-out and labour provided. The charge is payable immediately and in full. Failure to pay the fee at the time of claim could result in termination of your plan
- If the technician is unable to gain access to your property for the purpose of assessing or repairing as no one is in at the time and another appointment must be scheduled, a Nobody in Fee of £35 may be charged. This is payable immediately in full.
- All repairs are undertaken within a reasonable repair time period, but we cannot be held accountable for any delays in parts or replacement products as a result of issues that are beyond our reasonable control.
- Where circumstances are beyond our reasonable control, we may exercise an option of replacing your Good or offering an alternative settlement. Our offer will be based on your situation, the Good type and the expected delayed repair time all of which will be assessed fairly and communicated to you.
- Repair work authorised by us will be carried out during our Technicians' normal working hours only, which are typically Monday – Friday, 9am to 5pm, excluding Bank holidays.

4 WHAT THE PLAN EXCLUDES

We shall not be liable for:

- claims where you have breached the important conditions or failed to comply with your responsibilities set out in this Plan;
- damage during delivery, installation or transportation of the product by a third party who is not our agent;
- theft, fire, flood, accidental damage, wilful act, neglect or misuse of any of the Goods;
- replacement or recall of the product (or any part) by a supplier or the manufacturer;
- modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible;
- the Failure of the Goods to operate correctly caused by the withdrawal of services by a third party;
- your Failure to follow the manufacturer's instructions;
- any problem with the supply of electricity, gas, water, broadband or broadcast content;
- routine maintenance, cleaning, servicing and routine re-gassing;
- general wear and tear, fading of fabrics, peeling of bonded leather or any other natural change in materials as a result of aging and general day to day use;
- costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- damage to any other property or possessions, unless it is our fault;
- cosmetic damage such as damage to paintwork, dents or scratches;
- any loss, damage or impairment to functionality caused by deliberate damage or damage caused by animals, plants or trees;
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults);
- repairs, maintenance work, or use of spare parts, where not authorised by us;
- the cost of replacing any consumables (such as external fuses, blades, oil, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags, printer toner or ink cartridges, printer ribbons or fuel), the cost of replacing any accessories (attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, brushes and tubes, or audio pick-up systems including scanners, tyres, external data carriers, other input devices (scanners, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software,
- data loss;
- repairs required where the product is functioning within the manufacturer's tolerances (for example, number of pixel Failures);
- software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;

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- (u) normal operation or adjustment of the product controls (except following an approved repair under this Plan);
 - (v) Software issues or any image retention on screens;
 - (w) damage to compact discs, DVDs and any device which stores data electronically etc; or the safe return of any game, DVD or UMD™ which may be lodged inside the Goods at time of Failure;
 - (x) any legal liability for death or personal injury (including sickness or disease) or other legal liability whatsoever caused directly or indirectly in connection with the use of any of the Goods (nothing in this clause is intended to exclude our liability for death or personal injury); or
 - (y) (with the exception of portable electronic equipment which is temporarily removed from the Premises but which remains in England, Scotland or Wales) any Goods at any time when they are located within a temporary or moveable structure vehicle or building, site hut, tent, boat (including a narrow boat), or mobile home, or on commercial premises;
 - (z) sets, which is in the event of a repair or replacement of a Good which forms part of a set of furniture (i.e. 3 seaters to a 2 seater) the Goods not under claim will not be replaced or adjusted in any way to match the repair or replacement Good.
- 5 HOW TO REQUEST A REPAIR**
- If you have a repair claim under this plan you should report your claim to us by calling 0800 526 069 or by submitting your claim online via www.brighthouse.co.uk/make-a-claim. Claims for repairs must be submitted within 30 days of you becoming aware of the fault. Failure to report a product fault within 30 days will not automatically result in a decline to repair, but any delay in reporting a claim may result in further damage to the Good which will not be covered under the plan.
- 6 YOUR OBLIGATIONS**
- (a) As stipulated in the BrightCare Agreement Front Page, on the date on which the next rental payment after the date you agreed to enter into this Agreement (which may be when you signed the BrightCare Agreement Front Page) is due under your Hire-Purchase Agreement, you will:
 - (i) pay us in arrears, a proportion of the weekly payment amount that matches the number of days in the Initial Term (this may be the entire weekly amount if the Initial Term is 7 days), and if this Plan has been renewed in advance, the weekly payment amount stipulated in the BrightCare Agreement Front Page;
 - (ii) every time the Plan renews thereafter, pay us the weekly payment amount stipulated in the BrightCare Agreement Front Page in advance on the first day of the Extended Term. (All payments under the Plan are inclusive of taxes)
 - (iii) grant us the power to amend your payment day of this cover in line with your payment day of your Hire-Purchase Agreement as you may alter that day for any reason (e.g. we have a power to alter it under the Hire-Purchase Agreement);
 - (iv) grant us the power to amend your payment amount of this Plan in line with any pricing changes (increase or decrease), as communicated to you from time to time and to add the payment due of this Plan to your total payment under the Hire-Purchase Agreement;
 - (v) make payments under this Plan using the same payment method as already used for payments under the Hire-Purchase Agreement.
 - (b) In addition to all the above payment obligations you will also be required to perform all of your obligations under this contract and comply with the terms of the Hire Purchase Agreement. In particular, you will:
 - (i) in the event of Failure and during any period until the Goods have been finally repaired or replaced continue to pay your rentals and other sums due under the Hire Purchase Agreement in full;
 - (ii) provide us with any information that we request when you apply for the Plan. All information you give must not be false, exaggerated or misleading;
 - (iii) give us, our employees, agents and any Technicians such assistance and co-operation as we or they may reasonably require, including by giving us or an appointed Technician access to the Goods and/or the Premises for the purpose of inspection, repair, adjustment, or removal or by returning the Goods to an appointed location, or through an appointed collection agent as notified to you from time to time;
 - (iv) not allow anyone except a Technician to try to repair any of the Goods or to examine them in such a way as requires them to be dismantled in whole or in part;
 - (v) maintain and use the Goods carefully and properly in accordance with any manufacturer's recommendations and instructions; and
 - (vi) carry out any work required to make the Goods accessible and compliant with all relevant safety standards and safe to work on (e.g. you will be responsible for carrying out work required to fix a gas fault).
 - (vii) not alienate or dispose of any Goods unless authorised by a BrightHouse employee.
 - (viii) For mobile phones you will need to tell us your product's IMEI number and you must ensure that you remove from your product all blocks that we ask you to, before you send it to us for repair. This includes any operator specific security system blocks (such as "Find my iPhone"). You should always back-up your phone data to the cloud or elsewhere, as we may have to perform a swipe which will result in lost data. Explanations on how to remove these will be provided in the packaging sent to you. Failure to remove them will result in us returning the product to you without completing the repair. You will have to pay any additional collection, assessment and/or delivery costs incurred by us as a result
 - (ix) If the Goods are able to store data or images (e.g. laptops or PCs), they must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.
- 7 DURATION OF THE PLAN**
- (a) The Plan begins on the Start Date and continues until the first renewal date (**Initial Term**), as specified in the BrightCare Agreement Front Page.
- 8 RENEWAL**
- (a) Unless cancelled the Plan shall automatically renew for seven days (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. If the day of the week on which payment falls due under this Plan changes for any reason (iii) above, the day of the week for automatic renewal will also move to the new day on which payment is to be due: the Extended Term in which the payment day change occurs will shorten or extend accordingly so that such Extended Term ends the day before the first revised payment date, and the next Extended Term shall automatically begin the day after.
 - (b) You may not renew the Plan after the Hire Purchase Agreement has come to an end. The last date on which the Plan can automatically renew is the date for the last scheduled rental payment under the Hire-Purchase Agreement. The Plan shall finally end seven days from that date.
 - (c) You are under no obligation to renew the Plan, and automatic renewal is provided for your convenience. If you do not wish to renew the Plan, please contact Customer Relations Centre (see clause 11). If you inform us that you do not wish to renew, the Plan will come to an end at the end of (as the case may be) the Initial Term or the Extended Term in which you inform us.
 - (d) Please note in order to ensure that you are getting value from your Plan there is a limit to the number of automatic renewals that will be made under this Plan. The minimum renewable limit is no less than your original Hire Purchase Agreement term and the maximum renewable limit is no greater than 5 years from the time of your original Agreement term. Once your Plan has reached 5 years of automatic renewals, cover will cease and no further renewals will take place and your Good will no longer be insured under this Plan.
 - (e) We reserve the right to review this Plan on your Goods at the time you apply for a modification of your Hire Purchase Agreement. If we are no longer able to cover your Goods under this Plan due to age, condition of the Goods or due to availability of parts for the model or services in your area, we will inform you and then terminate your cover. You can then source alternative cover with a suitable provider if needed;
 - (f) If we cancel your Plan, it will not automatically renew on your next payment date following the 30 days' notice period (unless termination is immediate under the grounds of fraudulent activity covered in clause 9(a) and you will no longer have Extended Warranty Cover for your Goods. Our decision to cancel your Plan for any reason does not preclude you from having to comply with your obligations as set out in your Agreement.
- 9 CANCELLATION**
- (a) If you fail to carry out your obligations under the Plan (clause 6), we may cancel the Plan by writing to you. The Plan will end at the end of the next Extended Term after the date of our letter and you will not be able to renew. We will write to you at the last address you gave us to cancel the Plan or to confirm the cancellation.
 - (b) It is our discretion to agree to a reinstatement of a cancelled Plan but we are under no obligation to do so;
 - (c) If we do agree to reinstate a cancelled Plan, you may be subject to an exclusion period of up to 4 weeks for any claims, which means that you will have to pay 4 weeks' fees in advance before you are permitted to process a claim under your reinstated Plan. Any re-lapse of an already reinstated Plan, may result in a final termination of this extended warranty Plan;
 - (d) In the event that we do agree to reinstate your Plan, any fees not paid that are in excess of the 4-week exclusion window will remain payable and we reserve the right to request payment of those fees.
 - (e) If your Goods has reached its maximum renewal age limit or if the Goods are deemed unsuitable for continued cover as per clause 8(e) we will cancel your cover in writing by giving you 30 days' notice by post or email.
- 10 REPLACEMENT GOODS**
- (a) In some situations, we will arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification, such replacements:
 - (i) can be quality refreshed Goods, depending on what stock is suitable and available to replace your Good under claim,
 - (ii) will not exceed the initial cash price of your Hire Purchase Agreement or if the replacement purchase price is less than the original cash price, the lower of the two values will apply;
 - (iii) may be another brand, model or colour as deemed reasonably suitable, provided the replacement Good meets the main features and intention of the use of the Goods.
 - (iv) may be a downgraded model which may be at a reduced value to your original Goods value at the time of claim. In the event that a downgrade is the only option for replacement, the offer will include a calculated discount amount if the replacement is of a lower value than the original model; such discount will be offset against any of your hire purchase agreements, based on oldest agreement first. In the event that you no longer have any active hire purchase agreements with BrightHouse, then an amount in cash will be paid to you.
 - (v) may for furniture, bedding or dining claims, result in a mismatch of units or fabrics. We will try our best to match as close as possible to what you already have, but we do not guarantee this neither can we be held accountable for the normal discolouration of materials or discontinuation of materials.
 - (b) If Replacement Goods are provided by us under the Plan:
 - (i) the Hire Purchase Agreement will apply to the Replacement Goods in

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- substitution for the Goods which they replace and the Hire Purchase Agreement will continue,
 - (ii) the Plan will apply to the Replacement Goods in substitution for the Goods which they replace and the Plan will continue, and
 - (iii) the Goods they replace remain our property and we are entitled to possession of them
- (c) Your statutory rights will not be affected by any replacement of the Goods pursuant to the Plan.

11 CUSTOMER RELATIONS CENTRE

For Customer Relations Centre: call 0800 526 069, write to us at Customer Relations Centre, Level 2 Euro Innovation Centre, Aston Cross Business Park, 50 Rocky Lane, Birmingham, B6 5RQ or email on customer.relations@brighthouse.co.uk or via our website <https://www.brighthouse.co.uk>.

12 STATUTORY RIGHTS

Nothing in these Terms and Conditions will affect your statutory rights relating to defective or mis-described goods or digital content. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

13 CHANGES TO THESE TERMS AND CONDITIONS

- (a) We may modify or replace these Terms and Conditions in order to comply with the law, regulations, industry guidance or Codes of Practice, rectify errors or ambiguities and reflect changes in the scope or nature of the protection provided to you.
- (b) We may vary the terms of the Plan by giving you thirty (30) days' written notice by post or email of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the Plan by notifying us;
- (c) We reserve the right to alter your weekly Plan fee. We will notify you of any fee change by giving you 30 days' written notice by post or email. If you do not agree with the changes you may cancel the Plan by notifying us. Any change in pricing under this Plan will result in a change to the overall weekly dues.

14 THIRD PARTY RIGHTS

The Plan is only for your benefit. No rights or benefits will be given to any other third party under the Plan, unless at the time of purchase a BrightHouse employee approved that the Goods under this Plan are a gift to someone else other than you. Any Goods that are gifted after purchase will not be covered under this Plan.

15 COMPLAINTS

If you are unhappy about the way in which the Plan has been sold to you or have any dispute or complaint in relation to the Plan, please contact BrightHouse. If you remain dissatisfied after receiving our response, you may be able to refer your complaint to the Administrator in writing to the address details provided in clause 11.

16 GENERAL

- (a) The BrightCare Agreement Front Page and these Terms and Conditions shall be read together as one.
- (b) The Plan shall be governed by English law unless at the time you agree to enter into it you live in Scotland and then Scottish law shall apply.
- (c) The Plan is provided by Caversham Finance Limited trading as BrightHouse (In Administration) (CFL) operates a business trading as BrightHouse. Registered in England and Wales. Registered Number: 00785922. Registered Address: c/o Grant Thornton UK LLP, 4 Hardman Square, Spinningfields, Manchester M3 3EB. Authorised and regulated by the Financial Conduct Authority under registration number 695094. The affairs, business and property of CFL are being managed by Chris Laverty, Trevor O'Sullivan and Helen Dale, appointed as Joint Administrators on 30 March 2020. The Joint Administrators act as agents of CFL and without personal liability. Chris Laverty, Trevor O'Sullivan and Helen Dale are authorised by the IPA to act as insolvency practitioners. In the event that Caversham Finance Limited ceases trading there is no dedicated financial backing.
- (d) Extended warranty services might be available from other suppliers such as the manufacturer of the Goods. Your household insurance may provide some protection for your Goods.
- (e) All Goods sold by us come with a standard manufacturer's warranty. The duration of the standard manufacturer's warranty may vary by product category and manufacturer. Your warranty for your Goods is specified in the BrightCare Agreement Front Page.
- (f) The Plan is not insurance and does not cover the Goods for theft, fire and accidental damage.
- (g) Your information is gathered, used and processed under the same terms as provided to you in the Hire Purchase Agreement.