

A. INTRODUCTION

It is important for your benefit and protection that you read these terms and conditions.

You have entered into a hire purchase agreement (the "Agreement") with Caversham Finance Limited (trading as BrightHouse) ("BrightHouse"), under which you have agreed to take the Goods described and defined in the Agreement. By signing above you have agreed to enter into this Product Insurance Cover policy ("the Policy") in respect of those Goods with Caversham Insurance Limited, Suite 827 Europort, PO Box 708, Gibraltar GX11 1AA ("we", "us" or "our") subject to the terms and conditions below. We are a subsidiary of BrightHouse.

"Discovery" means the exact time at which you become aware of the theft, fire or accidental damage caused to the Good/s

"Goods" means the goods being hired from BrightHouse as shown in the loan agreement, not including any promotional items or "freebies" taken in conjunction with the loan agreement at the time of contract

"The Premises" means the premises at which the Goods are from time to time installed in accordance with the Agreement.

"Start Date" means (i) if the Goods have not been delivered at the time you enter into the Agreement, the date on which your Goods are delivered; or (ii) if the Goods have already been delivered, the date you enter into the Product Insurance Cover.

The meaning of certain other words and phrases used in this Policy but not otherwise defined in these Terms and Conditions is given in clause 1 (Meaning of Words and Phrases) of the Agreement.

B. IMPORTANT CONDITIONS

- (1) All information you give must be true, factual and not misleading
- (2) Your product must at all times be installed, maintained and used in accordance with the manufacturer's instructions
- (3) Your product must be used in a private home, solely occupied by a single household (at the address you gave to us)
- (4) 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

C. EXTENT OF COVER AND DURATION

- (1) Subject to clause C(2), we agree to be responsible for any loss arising from the theft of the Goods or any loss or damage to any of them caused by fire or accident whilst the Goods are:
 - kept in the Premises;
 - in transit, in your personal custody, between BrightHouse locations and the Premises; or
 - for portable electronic equipment only, whilst they are temporarily removed from the Premises but remain in England, Scotland or Wales, in each case on the relevant basis of settlement set out in Condition I (Basis of Settlement following a Claim) and subject to the exclusions and other terms and conditions set out in this Policy.
- (2) The cover under this Policy begins on the Start Date and continues until the date on which the next rental payment is due under your Agreement. This Policy shall then renew automatically for periods of 7 days and cover shall apply from week to week during the duration of the Agreement until you cease to make a weekly payment of premium or you decide to cancel it by notice in accordance with Condition D (Cancellation), or we end your cover by notice in writing as referred to in Condition F3 (Our rights) or the Agreement comes to an end. You should be aware that in accordance with the Agreement you are required to keep the Goods insured at all times during the term of the Agreement against loss or damage caused by fire, theft or accident, and that if you fail to pay the weekly premium on time the cover will cease and the Goods will not be insured under this Policy.
- (3) Please note in order to ensure that you are getting value from your Policy there is a limit to how many renewals of your Policy that you can make and how long the Policy is available for your Product. Where your Product has reached maximum renewable limit we will cancel your Policy. We will write to you in advance to give you reasonable notice and confirm the date that the Plan will be cancelled. Where the Product has reached its maximum renewable life it will no longer be renewed weekly.

D. COOLING-OFF PERIOD AND CANCELLATION

- (1) You have the right to cancel this Policy without giving any reason:
 - (a) within 14 days of the Start Date, by signing and dating the Notice of Cancellation Form issued to you on the date of your application and returning it to the BrightHouse Customer Relations Department at: Aston Cross Business Park, Level 2, Euro Innovation Centre, Birmingham B6 5RQ: if you cancel the Policy within this period we will refund any premiums you have paid, provided you have not made any claims during that period; or
 - (b) at any other time by giving notice in accordance with Condition D(2) below. We will not charge any penalty or administration charge if you do this and no premiums will be refunded
- (2) Other than when you are cancelling during the 14 days cooling-off period, you may give oral or written notice of cancellation. To cancel, you can call the BrightHouse Customer Relations Department on 0800 526 069 or write to them at: BrightHouse CRC, Aston Cross Business Park, Level 2, Euro Innovation Centre, Birmingham B6 5RQ. If you do cancel this Policy in accordance with Condition D(1) or D(2) you should be aware that in accordance with the Agreement you are required to keep the Goods insured at all times during the term of the Agreement against loss or damage caused by fire, theft or accident.
- (3) On receipt of your notice of cancellation we will cancel your policy with immediate effect and you will no longer have cover.
- (4) We will send you a letter confirming that your Policy has been cancelled.
- (5) Cancellation of this Policy will not affect your continuing obligations under the Agreement.

E. YOUR OBLIGATIONS

- (1) You must (before we become liable under this Policy):
 - (a) comply with all of the obligations imposed upon you under the Agreement; and
 - (b) pay each of the premiums for this Policy on the same date on which your weekly payment is due under the Agreement. Such payment should be made to BrightHouse (or to such other company and person as we may specify in writing from time to time.) Where the weekly premium is not paid on time, we will notify you of this. If payment is not received (either by our second attempt to take the payment, or by you agreeing to make payment by alternative means) within 14 days from the date on which it was due. The premium outstanding for the 14 day period may still be recovered by us from you and we may, at our discretion, allow this Policy to resume where a payment is made after this 14-day period, but we are under no obligation to do so.
- (2) You must give to us, BrightHouse and all our employees or agents such assistance and co-operation as we or they may reasonably require, including giving us or them access to the Goods and/or the Premises at all reasonable times for the purpose of inspection, repair, adjustment or removal.
- (3) You must take all reasonable steps to prevent any theft of, or damage to, the Goods.
- (4) This Policy is personal to you. You may not transfer or assign it (or any of your rights or duties under it) to any other person.

F. OUR RIGHTS

- (1) Upon providing you with the benefit referred to in Condition C (Extent of Cover and Duration) in respect of any theft or damage, we will be entitled to exercise in your place any rights that you may have in connection with the same. You must give (at our expense) all reasonable assistance in enforcing those rights in your place.
- (2) We may cancel this policy where there is a valid reason for doing so by giving you at least 30 days' written notice.
- (3) We may vary the terms of the Policy by giving you thirty (30) days' written notice 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 policy by notifying us.

G. GENERAL EXCLUSIONS

The insurance under this Policy does not cover any of the following:

- (1) Loss or damage (including destruction):
 - (a) caused by you misplacing or losing the Goods – Loss cover is not included
 - (b) due to normal wear and tear or gradual deterioration;
 - (c) due to any process of unauthorised renovation or repair to the product;
 - (d) of any regularly replaced items or consumable items, including but not limited to batteries (including mobiles, gaming device, laptop, vacuum and hover board/bike batteries, bulbs and lamps, vacuum cleaner belts and bags, tyres or brakes, airtime or data packages
 - (e) any cosmetic damage (e.g. rust, scratches, dents etc.)
 - (f) any accessories purchased or provided with the Product, covers, bags, chargers, controllers, keyboards, computer mouse, safety helmets and pads and any software or games.
 - (g) due to exposure to climatic conditions such as direct exposure to sunlight, storms, flood,
 - (h) due to civil commotion or war;
 - (i) if any of the Goods have been dismantled in whole or in part, or any repair attempted by any person other than an authorised Technician;
 - (j) resulting from commercial use;
 - (k) due to wilful acts or negligence, abuse, misuse, or intentional damaged. You must take reasonable care of the Product.
 - (l) sustained when any of the Goods is used outside of the manufacturer's specifications and design.
 - (m) any product which has been exposed to insect infestation (or similar phenomenon) or human/animal fluid/matter, including pets in the home chewing or scratching Goods repeatedly.
- (2) Theft:
 - (a) (in the case of theft from the Premises) except where forcible or violent entry to or exit from the Premises is evident;
 - (b) (With the exception of portable electronic equipment which is temporarily removed from the Premises but which remains in England, Scotland or Wales) from outside the Premises, other than while the Goods are in transit as referred to in Condition C (Extent of Cover and Duration); or
 - (c) (in the case of theft of any of the Goods in transit as so referred to) except from the locked boot of your vehicle.
- (3) A Failure or the cost of routine maintenance.
- (4) Damage to compact discs, DVDs and any device which stores data electronically etc.
- (5) 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 (except for your liability under the Agreement as referred to in Condition I (Basis of Settlement following a Claim)). Note that nothing in this clause G(5) is intended to exclude any liability of BrightHouse in law for death or personal injury.
- (6) Any of the Goods at any time when they are located within a temporary building, unlocked garden shed, site hut, tent, boat (including a narrow boat), caravan (whether mobile or fixed site) or mobile home.
- (7) Confiscation of your Goods by any Enforcement body within and outside the UK.

H. IF YOU HAVE A CLAIM

If you have a claim against us relating to this Policy, you should

- (1) In all incidents report your claim to us by calling **0800 526 069** or by submitting your **claim online via www.brighthouse.co.uk/make-a-claim** within 30 days of discovery of the incident and provide us with the required photo evidence, crime reference numbers (if applicable) and as much detail of the incident that lead to the claim to allow us to assess your claim fairly. Reporting your claim outside of the 30 days will not automatically be a declined claim, but it may affect the outcome of the investigation into the claim and damages, and it may also result in further deterioration of the Goods, which will not be covered under the claim.
- (2) In the case of a theft you must report the incident to the Police within 48 hours of discovery and obtain a crime reference number
- (3) In addition, you should note that the terms and conditions of clause 11(a) to (g) (inclusive) of the Agreement shall apply as if set out in this Policy. Please read clause 11(a) to (g) (inclusive) carefully

I. BASIS OF SETTLEMENT FOLLOWING A CLAIM

- (1) In the event of theft of all of the Goods or any of them, or if all or any of them are damaged beyond economic repair an amount equal to the loss suffered by BrightHouse arising from the total loss of the Goods shall be paid by us on your behalf direct to BrightHouse, who may request this payment on your behalf. Such payment will be applied by BrightHouse in or towards replacing:
 - (a) such stolen or damaged Goods with Goods of an equivalent age and general specification or if available a better general specification in accordance with clause 9 of the Agreement; or
 - (b) if BrightHouse is unable to replace your Good with a suitable replacement product, they will contact you to discuss an alternative claim settlement. Such alternative claim settlement options, will be by exception and only if approved by us first.
- (2) In the event of damage to any of the Goods, we authorise BrightHouse to:
 - (a) repair the damage using an appointed BrightHouse Technician who will undertake the repair with reasonable care and skill; and/or
 - (b) if BrightHouse is unable to repair your Good, they will contact you to discuss an alternative claim settlement. Such alternative claim settlement options, will be by exception and only if approved by us first.
- (3) If any of the goods which had been stolen are subsequently recovered and a replacement or payment has been made by us pursuant to Condition H(1) following the theft, then the recovered goods shall be our property and shall be returned to BrightHouse on behalf of us as soon as they are recovered.

J. YOUR RIGHT TO COMPLAIN

- (1) If you are unhappy about a decision on a claim or the terms of the cover provided, you can complain to our Customer Relations by calling 0800 526 069. If you remain dissatisfied after receiving their response, you may ask the Financial Ombudsman Services (FOS) in the UK to review your case. You can contact them on

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 Tel: 0300 123
9123
www.financial-ombudsman.org.uk

A summary of BrightHouse's complaints procedures is available on request.

- (2) This complaints procedure shall not affect your statutory rights.
- (3) If you have taken a product out with us by telephone or online, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service.

K. FINANCIAL SERVICES COMPENSATION SCHEME

As policies issued by Caversham Insurance Limited to individuals in the UK are covered by the UK Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the FSCS if we are unable to meet our obligations. If you were entitled to compensation, 90% of your claim would be met. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

L. GENERAL

- (1) Should any action by you or persons acting on your behalf be of a fraudulent nature then all benefits provided by this Policy shall be forfeited.
- (2) All premiums paid by you will be received and held by BrightHouse as agent for us. Any premium refunds due to you shall be held by BrightHouse as our agent before they are sent to you. In conducting its insurance distribution activities regarding the sale of this Policy on our behalf, BrightHouse does not act contractually for you or on your behalf.
- (3) The laws of England and Wales are taken by us as a basis for the establishment of relations with you prior to the conclusion of this Policy, which shall be governed by the laws of England and Wales unless when you sign the Agreement you live in Scotland in which case Scottish law shall apply. We will communicate with you in English throughout the duration of this Policy.
- (4) Other taxes or costs may exist that are not imposed by us and that are not paid through us or BrightHouse.

M. YOUR INFORMATION

We pledge to handle your information responsibly, fairly and legally at all times. We are dedicated to being transparent about what information we collect and use about you. Below we explain who we are, what information we collect, why we collect it, where we collect it from and your rights. If you would like any further details you can get in touch with us using the contact details below.

- (1) **Controllers details**

Caversham Insurance Limited (the terms "we", "us" or "our" in this notice refers to Caversham Insurance Limited) and Caversham Financial Limited ("BrightHouse") are the "data controller" of your information. You can access BrightHouse Privacy Notice by contacting them directly or on their website here at <http://www.brighthouse.co.uk/privacy-notice>.
- (2) **What information do we collect and from where**

We collect and process various categories of personal information at the start of, and for the duration of, your relationship with us, including basic personal information (for example, your name, address, date of birth), financial information (for example, bank account details and debt information), and the "Goods Information" you own under your Agreement.

We collect your personal information directly from you and from other sources such as, credit reference and fraud prevention agencies, public sources of information e.g. voters roll, other retail organisations, affiliate websites and market researchers.
- (3) **Why we collect your information (purpose) and lawful basis for using your information**

We will only process your personal information where we have a lawful basis for doing so. We will use your information:

 - (a) for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract (including for underwriting and claims, checking and verifying your identity and contact details, to assess financial and insurance risk, recover any amounts owed);
 - (b) for compliance with our legal and regulatory obligations (for example, recording your conversations for compliance purposes and detecting and preventing crime, including fraud);
 - (c) for the establishment, exercise or defence of legal claims;
 - (d) where you have provided your express consent (we would ask for your consent where we rely on it, for example to process any sensitive health data about you and for marketing where we ask for your consent);
 - (e) for pursuing our general business interests and to keep improving our service (this may include customer surveys, marketing, market research);

Where we need to collect personal information by law, or under the terms of a contract we have with you, and you choose not to provide it, we may not be able to provide certain products or services to you. If this is so, we will tell you.
- (4) **Sharing your information**
 - (a) So that we can provide you with products and services, meet our legal obligations and manage our business, it may be necessary to share your personal information with other third parties. We may share your information with other members of the BrightHouse Group of Companies, and with suppliers and service providers acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records, financial organisations, credit reference and fraud prevention agencies, regulatory bodies, central or local government, security services and telecommunications). We have data protection compliant contracts in place with our suppliers and service providers. In some circumstances we are legally obliged to share information. Transferring your information in exceptional cases, we may transfer your information to organisations in other countries based outside the UK provided we have a legal basis to do so and that they protect it to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law. Under any circumstance, we will only share the data lawfully. If you wish to obtain a copy of the relevant data protection clauses and safeguards, please contact us on the details provided below.
- (5) **Keeping your information**
 - (a) Retention periods for records are determined based on the type of record; the nature of the activity, product or service and the applicable legal or regulatory requirement. In accordance with our retention policy, we normally keep your information for up to 10 years (the average life of an appliance) after you terminate your policy with us to enable us to process any claims that may arise and for health and safety reasons. We will dispose of personal data in a secure manner when we no longer need it.
- (6) **Rights to your information**

Under data protection law, you have rights that we need to make you aware of. By writing to us using the contact details provided below, you have the right to ask us:

 - (a) to confirm if we hold any Personal Information about you and to get a copy of the Personal Information we hold about you
 - (b) for a copy of the Personal Information you provided to us to be sent to a third party in a commonly used, machine readable format
 - (c) to update or correct your Personal Information to keep it accurate
 - (d) to delete your Personal Information from our records if it is no longer needed for the original purpose;
 - (e) to restrict the processing or object to the processing of your Personal Information in certain circumstances– in which case we will either agree to stop processing or explain why we're unable to
 - (f) to ask for a manual review of an automated decision (see section below);
 - (g) to withdraw your consent by contacting us. You have the right to withdraw your consent at any time (this will not affect the lawfulness of any processing which has already happened based on that consent).
 - (h) You also have a right to complain to the Information Commissioner's Office (ICO).

Please note that not all of the above rights are absolute and certain exemptions apply to them.
- (7) **Changes to our Privacy Information**
 - (a) We regularly review this privacy information, last reviewed May 2020. Where appropriate, changes may be notified to you by post or email.