

Product Insurance Cover Terms and Conditions

1. 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) (In Administration) ("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.

2. MEANING OF WORDS AND PHRASES

"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;

"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 contact Customer Relations.

"Start Date" means

- (a) if the Goods have not been delivered at the time you enter into the Agreement, the date on which your Goods are delivered; or
- (b) 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.

3. IMPORTANT CONDITIONS

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

4. EXTENT OF COVER AND DURATION

- (a) Subject to clause 4 and clause 6(b)(i), we agree to be responsible for any losses arising from the theft of the Goods or damage to the Goods caused by fire or accidental damage whilst the Goods are:
 - (i) kept in the Premises;
 - (ii) in transit, in your personal custody, between BrightHouse locations and the Premises; or
 - (iii) for portable electronic equipment only, whilst the portable electronic equipment is out and about with you but remains in England, Scotland or Wales;
- (b) In each case on the relevant basis of settlement set out in clause 10 (Basis of Settlement following a Claim) and subject to the exclusions and other terms and conditions set out in this Policy;
- (c) 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 for your convenience automatically renew for periods of 7 days at a time 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 clause 5 (Cancellation), or we end your cover by notice in writing as referred to in Clause 7 (Our rights) or the Agreement comes to an end;
- (d) 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. If you fail to pay the weekly premium on time the cover will cease and the Goods will not be insured under this Policy. We also reserve the right to cancel your Policy, refer to clause 7(b)(c) below;
- (e) Please note in order to ensure that you are getting value from your Policy there is a limit to the number of automatic renewals that will be made under this Policy. 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 Policy 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 Policy.
- (f) We reserve the right to review this Policy 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 Policy 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;
- (g) If we cancel your Policy, 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 7(b)) and you will no longer have Insurance for your Goods as required under the terms of your Agreement. Our decision to cancel your Insurance policy for any reason does not preclude you from having to comply with your obligations as set out in your Agreement.

5. COOLING-OFF PERIOD AND CANCELLATION

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: BrightHouse CRC, 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;
- (b) at any other time by giving notice in accordance with Clause 5(c) below. We will not charge any penalty or administration charge if you do this; no premiums will be refunded;
- (c) 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 the address in clause (a) above. If you do cancel this Policy in accordance with Clause 5(a)(b) 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;
- (d) On receipt of your notice of cancellation we will cancel your Policy with immediate effect and you will no longer have cover;
- (e) We will send you a letter confirming that your Policy has been cancelled;
- (f) Cancellation of this Policy will not affect your continuing obligations under the Agreement.

6. YOUR OBLIGATIONS

- (a) You must (before we become liable under this Policy);
- (b) comply with all of the obligations imposed upon you under the Agreement; and
 - (i) pay 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.) If payment is not received (either by our second attempt to take the payment, or by you agreeing to make payment by alternative means) your Policy will lapse. It is our discretion to agree to a reinstatement of a lapsed Policy but we are under no obligation to do so;
 - (ii) If we do agree to reinstate a lapsed Policy, you may be subject to an exclusion period of up to 4 weeks for any claims, which means that you may have to pay 4 weeks' premiums in advance before you can have a claim processed under your reinstated Policy. Any re-lapse of an already reinstated Policy, may result in a final termination of cover;
 - (iii) In the event that we do agree to reinstate a Policy, any premiums not paid that are in excess of the 4-week exclusion window will remain payable and we reserve the right to request payment of such unpaid premiums in the future.
- (c) provide us with information that must not be false, exaggerated or misleading;
- (d) maintain and use the Goods carefully and properly in accordance with any manufacturer's recommendations and instructions;
- (e) you must take all reasonable steps to prevent any theft of, or damage to, the Goods;
- (f) provide 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;

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- (g) The Policy is only for your benefit. No rights or benefits will be given to any other third party under the Policy, unless at the time of purchase a BrightHouse employee approved that the Goods under this Policy are a gift to someone else other than you. Any Goods that are gifted after purchase will not be covered under this Policy.
- (h) grant BrightHouse the power to amend your payment day of this Policy 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);
- (i) grant BrightHouse 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;

7. OUR RIGHTS

- (a) Upon providing you with the benefit referred to in Clause 4 (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;
- (b) We may cancel this Policy immediately and without notice if we have reasonable grounds to suspect that your claim is in any way dishonest, exaggerated or fraudulent; in these cases, we may cancel the Policy immediately without any refund of premium;
- (c) We may cancel this Policy where there is a valid reason for doing so by giving you at least 30 days' written notice. Valid reasons include but are not limited to the following:
 - (i) where you fail to comply with certain conditions and obligations (see Clause 6 above);
 - (ii) where you fail to pay for the Policy (see Clause 6 above);
 - (iii) where you have had a claim declined due to negligence, lack of maintenance and misuse or abuse of the Goods and the Goods are no longer deemed suitable for insurance; or
 - (iv) where you have used threatening or abusive behaviour or language towards our staff or suppliers.
- (d) We may vary the terms of the Policy 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 Policy by notifying us;
- (e) We reserve the right to alter your weekly premium 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 Policy by notifying us.

8. EXCLUSIONS

Insurance under this Policy does not cover any of the following:

- (a) Loss or damage (including destruction):
 - (i) due to wilful acts or negligence, abuse, misuse, or intentional damage. You must take reasonable care of the Product;
 - (ii) caused by you misplacing or losing the Goods – Loss cover is not included;
 - (iii) due to normal wear and tear or gradual deterioration;
 - (iv) caused during delivery, installation or transportation of the Good by a third party who is not our agent or you;
 - (v) due to any defective electrical, gas or water supply;
 - (vi) due to replacement or recall of the product (or any part) by a supplier or the manufacturer;
 - (vii) any loss, damage or impairment to functionality caused by deliberate damage or damage caused by animals, plants or trees (including pets in the home chewing or scratching of Goods);
 - (viii) of the Goods as a result of exposure to insect infestation (or similar phenomenon) or human/animal fluid/matter;
 - (ix) due to the failure of the Goods to operate correctly caused by the withdrawal of services by a third party;
 - (x) due to any process of unauthorised renovation or repair to the product;
 - (xi) of any regularly replaced items or consumable items, including but not limited to batteries, bulbs and lamps, vacuum cleaner filters, belts and bags, tubes, tyres or brakes, airtime or data packages;
 - (xii) due to cosmetic damage such as damage to paintwork, dents or scratches;
 - (xiii) any accessories to the Product such as but not limited to covers, bags, chargers, controllers, keyboards, computer mouse, safety gear/helmets and any software or games;
 - (xiv) 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, or catastrophes or technological hazards (such as computer viruses or date-change faults);
 - (xv) 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;
 - (xvi) resulting from commercial use;
 - (xvii) sustained when any of the Goods are used or maintained outside of the manufacturer's specifications and design;
 - (xviii) Any product fault.
- (b) Theft:
 - (i) (in the case of theft from the Premises) except where forcible or violent entry to or exit from the Premises is evident;
 - (ii) (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 clause 4(a) (Extent of Cover and Duration); or
 - (iii) (in the case of theft of any of the Goods in transit as so referred to) except from the locked boot of your own vehicle. Theft of Goods whilst moving home will not be covered under this Policy unless such Goods are in your possession at the time and/or in your own vehicle securely locked and out of sight. Visible forced entry must have taken place to gain access to your Goods. If you are using a removal company or a hired vehicle with or without a driver, we recommend that you take out additional cover as you do not have cover under this Policy for such.
- (c) A Failure or the cost of routine maintenance;
- (d) Damage to compact discs, DVDs and any device which stores data electronically etc.;
- (e) 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 clause 10 (Basis of Settlement following a Claim)). Note that nothing in this clause is intended to exclude any liability of BrightHouse in law for death or personal injury;
- (f) 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;
- (g) Confiscation on a permanent basis or temporary of your Goods by any Enforcement body within and outside the UK.

9. IF YOU HAVE A CLAIM

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

- (a) Report the incident to us within 30 days of discovery by calling us on **0800 526 069** or by submitting your **claim online www.brighthouse.co.uk/make-a-claim** and provide to us the required photo evidence, crime reference numbers (if applicable) and as much detail of the incident that will allow us to assess your claim fairly. Reporting your claim outside of the 30 days will not automatically result in a decline, 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;
- (b) In the case of a theft you must report the incident to the relevant Police unit within 48 hours of discovery and obtain a crime reference number;
- (c) In the case of a mobile theft, you must contact your airtime provider and report the theft in order to have the IMEI number blacklisted;
- (d) 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.

10. BASIS OF SETTLEMENT FOLLOWING A CLAIM

- (a) 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:
 - (i) such stolen or damaged Goods with Goods of an equivalent age and general specification sourced from used/quality refreshed stock; or
 - (ii) such stolen or damaged Goods with an alternative brand/model that may be a downgrade in terms of cash price or features, provided the replacement Good meets the main features and intention of use. If applicable, any downgraded models used as a replacement, will include a discounted amount based on the reduced cash price of the replacement Good versus the cash price of your original Good at the time of purchase. The discount will be applied on your Hire

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- (iii) Purchase Agreement, which will then reduce your term or total amount outstanding;
- (iii) 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.
- (b) In the event of damage to any of the Goods, we authorise BrightHouse to:
 - (i) repair the damage using an appointed BrightHouse Technician who will undertake the repair with reasonable care and skill;
 - (ii) repair any furniture, bedding and dining Goods damage with suitable fabric that is a close match to your existing colour, but it does not have to be an exact match, bearing in mind that most fabrics and other materials change over time due to use, age and exposure;
 - (iii) repair only the Good(s) under claim, even if the Good under claim is part of a "set" of Goods in your home i.e. a 3 seater and 2 seater sofa. We cannot allow for the replacement or repairs of matching sets unless such Goods are already under an accepted claim; and/or
 - (iv) if BrightHouse is unable to repair or replace 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.
- (c) If any of the goods which had been stolen are subsequently recovered and a replacement or payment has been made by us pursuant to clause 9 following the theft, then the recovered goods shall be our property and should be returned to BrightHouse on behalf of us as soon as they are recovered;
- (d) The maximum claim value for a repair or replacement is capped at the initial cash price of the Good as reflected in your Agreement or the cost to repair the Good, whichever is the lower.

11. YOUR RIGHT TO COMPLAIN

- (a) 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
- (b) A summary of BrightHouse's complaints procedures is available on request.
- (c) This complaints procedure shall not affect your statutory rights.

12. 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.

13. GENERAL

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Other taxes or costs may exist that are not imposed by us and that are not paid through us or BrightHouse.

14. YOUR INFORMATION

We pledge to handle your information responsibly, fairly and legally at all times. We are dedicated to being transparent about any 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.

- (a) Controller's details: Caversham Insurance Limited (the terms "we", "us" or "our" in this notice refers to Caversham Insurance Limited) and Caversham Finance Limited ("BrightHouse") (In Administration) are the "data controller" of your information. You can access the BrightHouse Privacy Notice by contacting them directly or on their website here at <http://www.brighthouse.co.uk/privacy-notice>.
- (b) What information we collect and from where:
 - (i) 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 rent under your Agreement.
 - (ii) 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.
- (c) Why we collect your information (purpose) and lawful basis for using your information:
 - (i) 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 and 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);
 - f. 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.
- (d) Sharing your information
 - (i) 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. 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 they ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law and regulation. 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.
- (e) Keeping your information
 - (i) Retention periods for records are determined according to record type; the nature of the activity, product or service and the applicable legal or regulatory requirements. 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.
- (f) 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:

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- (i) to confirm if we hold any Personal Information about you and to obtain a copy of the Personal Information we hold about you
 - (ii) 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
 - (iii) to update or correct your Personal Information to keep it accurate
 - (iv) to delete your Personal Information from our records if it is no longer needed for the original purpose;
 - (v) 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;
 - (vi) 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).
 - (vii) 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.
- (g) Changes to our Privacy Information
 - (i) We regularly review this privacy information, last reviewed January 2021. Where appropriate, changes may be notified to you by post or email.

15. DISCLOSURE

Caversham Insurance limited is authorised by the Gibraltar Financial Services commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Caversham Insurance Limited is a limited liability company with share capital of £7,931,776.