

# **DAMAGE LIABILITY COVER POLICY TERMS AND CONDITIONS**

## **A. INTRODUCTION**

You have entered into a hire purchase agreement (“the Agreement”) under which you agree to take the Goods on hire from Caversham Finance Limited (trading as BrightHouse) (‘BrightHouse’) If you have ticked the relevant box and signed in the signature box on the Agreement to apply for a Damage Liability Cover insurance policy (the DLC Policy) and have been accepted, you have also entered into this DLC Policy with Caversham Insurance (Malta) Limited of 2 Fontana Mansions, Bisazza Street, Sliema SLM 15, Malta (“the Insurers”) subject to the terms and conditions set out below. The meaning of certain words and phrases used in this DLC Policy is given in clause 1 (Meaning of Words and Phrases of the Agreement. In this DLC Policy “the Premises” means the premises at which the Goods are from time to time installed in accordance with the Agreement.

## **B. EXTENT OF COVER**

The Insurers agree to be responsible for any reasonably foreseeable losses, expenses or other costs arising from the theft of the Goods or any loss or damage to any of them caused by fire, accident or mistreatment (1) whilst they are kept in the Premises; (2) whilst they are in transit, in your personal custody, between BrightHouse locations and the Premises; or

(3) for portable electronic equipment only, whilst it is temporarily removed from the Premises,

in each case on the relevant basis of settlement set out in condition C (Basis of Settlement) and subject to the exclusions and other terms and conditions set out in this DLC Policy.

## **C. BASIS OF SETTLEMENT**

- (1) In the event of theft of any of the Goods, or if any of them is lost or damaged beyond economic repair - all amounts payable by you under the Agreement in relation to the theft loss or damage and to terminate the Agreement in respect of the relevant Goods (other than damages or other amounts payable for any breach by you of the Agreement). This amount shall be paid by the Insurers on your behalf direct to BrightHouse, who may request this payment on your behalf.
- (2) In the event of other damage to any of the Goods - the provision of: (a) the services of a Technician to repair the damage; or (b) (at the Insurers’ option) a cash payment to be used solely to pay for the services of any Technician so to repair the damage, the Insurers making cash payment direct to the relevant Technician.  
If the Insurers choose the former option, they will ensure that the Technician whose services they provide repairs the damage with reasonable care and skill.

- (3) You will be liable for the first £100 of each claim for laptop computers, the first £50 of each claim for video cameras, the first £30 of each claim for portable game consoles, the first £30 of each claim for portable DVD players, the first £30 of each claim for still cameras, the first £20 of each claim for portable audio devices and the first £20 for each claim for mobile telephones.
- (4) If any of the Goods is recovered after they have been stolen and a payment has been made by the Insurers pursuant to condition B (Extent of Cover) following the theft, then they are the property of the Insurers and shall be returned to BrightHouse on behalf of the Insurers as soon as they are recovered.

#### **D. YOUR OBLIGATIONS**

- (1) You must (before the Insurers become liable underlie DLC policy): (a) comply with all of the obligations imposed upon you under clauses 5 (“Payments”), 7 (“Care, Repair and Replacement”) and 8 (“Your Other Responsibilities”) of the Agreement;  
  
(b) pay each of the premiums for this DLC Policy in advance by the due date for such payment to BrightHouse (or to such other company and person as the Insurers may specify in writing from time to time). Subject to our right to terminate this DLC Policy in accordance with condition E, this DLC Policy is renewable each time your regular installment is due under the Agreement. If the premium is not paid this DLC Policy will lapse; and (c) notify the police and submit a claim form to BrightHouse (or such other company or person as the Insurers may specify in writing from time to time) as soon as possible after the theft, loss or damage.
- (2) You must give to the Insurers or its employees or agents such assistance and co-operation as they may reasonably require, including giving them access to the Goods. You must take all reasonable steps to prevent any theft of, or loss or damage to, the Goods.
- (3) This DLC 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.
- (4) You may, subject to your obligations set out in the Agreement, end this DLC Policy by 7 days’ notice in writing to the Insurers at any time, provided that all premiums due have been paid by you.

#### **E. INSURERS’ RIGHTS**

- (1) Upon providing you with the benefit referred to in condition B (Extent of Cover) in respect of any theft, loss or damage, the Insurers will be entitled to exercise in your place any rights that you may have in connection with the same. You must give (at the Insurers’ expense) all reasonable assistance in enforcing those rights in your place.
- (2)(a) The Insurers may in addition change the amount of your premiums at any time upon giving you 30 days’ prior written notice. If you object, you may end this DLC Policy under condition D(4) (Your Obligations).  
(b) The Insurers may at any time notify you of a variation of your premiums for this DLC Policy to reflect the imposition or variation of any tax, statutory duty or levy upon giving you prior written notice.

- (3) The Insurers may at any time end this DLC Policy on giving you 30 days' prior written notice (4) The Insurers may vary any other terms of this DLC Policy on due notice to you. If you object in writing within 30 days of the notice, the then current terms of this DLC Policy shall continue.

## **F. GENERAL EXCLUSIONS**

This insurance does not cover any of the following:

- (1) Loss or damage (including destruction): (a) due to normal wear and tear or gradual deterioration or mechanical or electrical breakdown', (b) due to any process of cleaning, renovation or repair or any scratching of painted or polished surfaces; (c) due to climatic conditions, storms, rusting, sonic boom, radiation or war; (d) if any of the Goods have been dismantled in whole or in part, or any repair attempted by any person other than a Technician; (also bulbs, ultra violet tubes, heating elements, valves or their equivalent, except when such damage is as a direct result of damage to the Goods; (9) resulting from commercial use; (g) due to willful acts or neglect or misuse by you or members of your family or your employees; (h) being loss of use or profits or loss or damage to any property other than the Goods', or
- (i) sustained when any of the Goods is used contrary to, or outside of, the manufacturers specifications and design.
- (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) (except in the case of portable electronic equipment) from an open space or otherwise outside the Premises, other than while the Goods are in transit as referred to in condition B (Extent of Cover) 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) Accidental damage (including destruction): (a) caused by rot, corrosion, infestation or vermin, (b) directly or indirectly due to riot or civil commotion; or (c) caused by proximity to a source of heat for example a room heater, radiator etc.
- (4) A Failure or the cost of routine maintenance, overhaul, modification or routine servicing.
- (5) Damage or loss of tapes, audio discs, video cassettes etc, (6) Any legal liability of death or personal bodily 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 C (Basis of Settlement). Note that nothing in this clause F(6) is intended to exclude any liability of BrightHouse under the Agreement for death or personal injury.
- (7) Any of the Goods at any time when it is located within a temporary building, site hut, tent, boat (including a narrow boat), caravan (whether mobile or fixed site) or mobile home.

## **G. YOUR RIGHT TO SEEK REDRESS**

If you are unhappy about the way in which this insurance policy has been sold to you or have any dispute or complaint in relation to the DLC Policy: (a) In the first instance you should contact the store that sold you the policy.

(b) If you have any complaint that cannot be answered by your local store within 24 hours, you should contact Customer Care on 0800 526 069.

(1) If your complaint relates to BrightHouse who sold you the policy, and you remain dissatisfied after receiving their response you may be able to refer your complaint to the Financial Ombudsman Service in the UK.

The Financial Ombudsman Service hears complaints about certain financial services provided in or from the United Kingdom. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
Rockland  
London E14 9SR  
Tel: 0845 080 1800

(2) If your complaint is against the company which issued the policy (including any complaint about refusal to meet a claim), you should first complain to the insurance company). Please write to:

The Insurance Schemes Manager  
Caversham Insurance (Malta) Ltd  
2 Fantana Mansions  
Blsazza Street  
Sliema SLM 15  
Malta

If you remain dissatisfied after receiving the insurance company's response, you may be able to refer your complaint to the Consumer Complaints Manager of the Malta Financial Services Authority.