

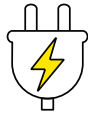
Effective date
December 2018

Extended Warranty Cover

Terms and conditions



Brightside Extended Warranty Product Cover includes:



Surge protection

We have a safeguard in place for when your product suffers greatly from electrical interference.



Wear and tear

All products can be affected by wear and tear. But don't worry, you're covered.



No Lemon Guarantee

If you're unlucky enough to have three failures of the same component and a fourth occurs, relax. We'll simply replace it.



Fully Transferable

This is a real bonus. You can increase the value of your gift or sale by transferring your cover to the new owner.



Food spoilage

Here's a fresh idea. If your fridge or freezer loses its cool, we'll replace all your food. (up to €150)



Laundry care

If your clothes are messed up by the washing machine or dryer, we'll cover the cleaning. (up to €50)



Worldwide coverage

It doesn't matter where you travel in the world, we've got you covered. (up to €150)

Brightside Extended Warranty Product Cover

Thank you for choosing Brightside Extended Warranty Product Cover.

Your Brightside Extended Product Cover Plan is underwritten by AWP P&C S.A. – Dutch Branch, trading as Allianz Partners Europe, located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands, Corporate identification No 33094603, is registered at the Dutch Authority for Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France and authorised by the Central Bank of Ireland for conduct of business and administered in Ireland by Frith Service Contracts Ltd, Business Number 373654 (trading as Brightside), who is registered and regulated by the Central Bank of Ireland under No C51103.

A lot can happen to Your appliances, electrical and mobile products, and Our Extended Warranty Plan provides You with extra protection after Your Manufacturer's Warranty expires.

Please read the big print, small print and legal details carefully for everything You need to know about what We will and won't pay and the extent of cover provided.

Now You can sit back and enjoy the benefits set out below.

Terms and conditions

Your Extended Warranty Plan is a service plan supplied by the Retailer in respect of products sold by the retailer.

Your Extended Warranty Plan will only cover Your Product specifically described on the Receipt as being covered under Your Extended Warranty Plan.

Please ensure that You keep the Receipt as proof of Your Extended Warranty Plan. The Receipt constitutes proof of the purchase and in the event of a claim, the Receipt will need to be produced.

In order to claim under Your Extended Warranty Plan, you must be a resident in the Republic of Ireland and have paid all monies due on Your Extended Warranty Plan. Your Extended Warranty Plan shall be governed by and construed in accordance with Irish law. The terms of Your Extended Warranty Plan are set out in these terms and conditions ("Terms").

Warranty Term

Product repair plan

Product repair plan is only available on products where the Original Purchase Price is more than €200.

Your Extended Warranty Plan commences from the expiry of the first Manufacturer's Warranty for Your Product, irrespective of it having been repaired and/or replaced at any stage by the manufacturer. Cover is not provided under Your Extended Warranty Plan when an Electronic, Mechanical or other Failure occurs during the period of the Manufacturer's Warranty of Your Product.

The Warranty Term with respect to repairing Your Product will end at the earlier of:

- 2, 3 or 4 years (as stated on Your Receipt) from the expiry of the Manufacturer Warranty; or
- 5 years from the date You purchased Your Product for Grey Goods; or
- 7 years from the date You purchased Your Product for White Goods or Brown Goods; or
- the time Your Extended Warranty Plan otherwise ends (for example, if Your Extended Warranty Plan is cancelled or Your Product is replaced under Your Extended Warranty Plan).

No claims under Your Extended Warranty Plan will be considered by Us if You have attempted to repair Your Product without our prior written agreement.

Your Extended Warranty Plan ends when the Warranty Term ends.

Product replacement plan

Product replacement plan is only available on products where the Original Purchase Price is equal to or less than €200.

Your Extended Warranty Plan commences from the expiry of the first Manufacturer's Warranty for Your Product, irrespective of it having been repaired and/or replaced at any stage by the manufacturer. Cover is not provided under Your Extended Warranty Plan when an Electronic, Mechanical or other Failure occurs during the period of the Manufacturer's Warranty of Your Product.

The Warranty Term with respect to replacing Your Product will end at the earlier of:

- 2 years from the expiry of the Manufacturer Warranty; or
- 5 years from the date You purchased Your Product; or
- the time Your Extended Warranty Plan otherwise ends (for example, if Your Extended Warranty Plan is cancelled or Your Product is replaced under Your Extended Warranty Plan).

Your Extended Warranty Plan ends when the Warranty Term ends.

What is covered

Subject to the Terms, Your Extended Warranty Plan provides You with extra protection in the event Your Product ceases working due to: Mechanical or Electrical failure; power surges; reasonable wear and tear (determined by Us); or environmental factors such as dust, internal overheating, internal humidity or condensation.

Under Your Extended Warranty Plan, if Your Product ceases working during Warranty Term, Your Product will be repaired to normal working order (subject to the Terms).

The maximum amount payable by Us in relation to any one and all claims combined under Your Extended Warranty Plan (excluding any repairs) will be the Original Purchase Price of Your Product.

In the case of Your Product being covered by Product Replacement Plan, under Your Extended Warranty Plan We will always replace Your Product as set out in the Product Replacement Terms (see page 8) (subject to the Terms of Your Extended Warranty Plan) rather than attempt to repair it. Product Replacement Plan is only available on products where the Original Purchase Price less than €200.

If We settle Your claim by arranging a store credit or by paying You the equivalent of the Original Purchase Price by giving You a store credit or by paying You a cash settlement or by replacing Your Product, Your Extended Warranty Plan comes to an end.

In addition to the Terms We will provide the following additional cover during the Warranty Term:



No lemon guarantee

This benefit is only applicable to Product repair plan.

If Your Product has had 3 authorised service repairs under Your Extended Warranty Plan for the same component and requires a 4th authorised service under Your Extended Warranty Plan during the Warranty Term, We will replace Your Product as set out in the Product Replacement Terms (see page 8).

For the purposes of the 'No Lemon Guarantee', preventative maintenance checks, consumer requested alignments, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, mouse repairs/ replacements, computer software related problems, no fault found diagnosis and returns to Our authorised repairer within 30 days are not considered to be repairs. The 'No Lemon Guarantee' does not apply to ice makers, computer keyboards and speakers, laptop and all rechargeable batteries.



Fully transferable

If You give away Your Product You can transfer Your Extended Warranty Plan to the new owner at no charge once You notify the Brightside Cover Team of the transfer in writing within 14 days. This is limited to one transfer, after which time additional transfer requests will incur an administration fee of €30 each.



Wear and tear

If Your Product has been subjected to wear and tear from everyday use, and it affects the functionality or operation of Your Product, under Your Extended Warranty Plan You are covered.



Food spoilage

We may reimburse You for any reasonable food spoilage that occurs as a result of a covered failure or fault if Your Product is a fridge or freezer up to a maximum monetary amount of €150 (at Our discretion). In order to be eligible, You will be required to supply proof of Your loss and must have acted in accordance with the Terms.



Laundry care

We may reimburse You for any reasonable laundry cleaning and /or drying services (excluding any dry cleaning services) that are necessary due to a covered failure or fault if Your Product is a washing machine or clothes dryer up to a maximum monetary amount of €50 (at Our discretion). Your Product must be out of service for more than ten (10) consecutive days from the time of the first service call to assess Your Product failure or fault. You will be required to supply proof of payment for laundry costs to support Your claim and must have acted in accordance with the Terms.



Freight

If You live within 100km from one of Our authorised repairers We will cover any freight costs associated with the handling of Your Product, during the claims process. If Your Product requires a service call, under Your Extended Warranty Plan We will cover all service call fees. If We determine that You do not have a valid claim We will not be responsible for any of the above costs and if We have made any advance payment You agree to reimburse Us this amount, within 14 days.



Surge protection

We will cover You under Your Extended Warranty Plan even if Your Product suffers a break down caused by an electrical interference, power surge or voltage fluctuation.



Worldwide coverage

It doesn't matter where You travel in the world, if Your Product suffers a covered failure or fault, We will pay up to €150 of the cost of the repair. You will need to contact Us prior to having Your Product repaired under Your Extended Warranty Plan and obtain Our authorisation to organise the repair.

If We authorise the repair, You will be required to pay for the repair and claim the cost back from Us. You will be required to show an itemised invoice of the repair costs in order to have Your reimbursement approved under Your Extended Warranty Plan. Alternatively You may elect to have Your Product repaired on return to Ireland in which case You will not need to pay for the repair and claim the cost back from Us.

If Your Product is covered under the Product Replacement Plan, You may elect not to have Your Product repaired outside Ireland as stated above, but wait for the replacement of Your Product from Us or payment on return to Ireland. The replacement will be done according to the Product Replacement Terms. You cannot claim both the cost of repair and replacement.

Data storage

If your goods are capable of storing User Generated Data it is possible that repairing Your Product may result in the loss of Your User Generated Data. You agree not to hold us liable for any such loss. We recommend You back up Your data.

Cooling off period

If You decide for any reason, within 14 days of the purchase of Your Product, that You no longer want Your Extended Warranty Plan, You may return to the store from which You purchased Your Product and cancel Your Extended Warranty Plan and receive a full refund as long as no claims have been lodged in respect of Your Product.

How to make a claim?

If Your Product breaks down during the Manufacturer's Warranty period (i.e. before the commencement of the Warranty Term), contact the manufacturer to remedy the fault.

If You are claiming under Your Extended Warranty Plan during the Warranty Term, before You call Our Brightside Cover team please conduct a basic check of Your Product, including the manufacturer's product manuals and instructions.

If the problem still persists, please call Our Brightside Cover team on 1800 819 240 Monday to Friday 8:30am to 5:30pm Western European Time ("WET") (excluding Irish public holidays). One of Our friendly team will verify Your details and assist You with Your claim. Please have Your Receipt ready before phoning.

You must call Us prior to arranging repair or replacement of Your Product, any costs associated with repair, removal or installation of Your Product will not be paid unless first approved by Us.

We may require Your Product to be assessed. This will be carried out by one of Our authorised repairers, otherwise, arrangements will be made for a service agent to contact You. We will advise You if We need an assessment and how that assessment will be made.

You must keep Your Product in good condition and repair. Any failure to operate caused by poor maintenance is not covered under Your Extended Warranty Plan. You must also make reasonable efforts to protect Your Product from any failure. If You make a claim and knew about something that could cause Your Product to fail to operate and You did not make reasonable efforts to avoid it before the failure occurred, then Your claim may not be paid. If Your Product fails to operate, You must also make reasonable efforts to prevent any further failure.

Where We determine that the claimed failure is not covered by Your Extended Warranty Plan, You will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and/or replacement costs).

Product Repair Terms

Applicable only if Your Product is situated in the Republic of Ireland.

Parts used for repairs may be new, used or refurbished in accordance to suitability and availability of supply. All parts used will hold a minimum guarantee period regardless of Warranty Term.

If Your goods are capable of storing User Generated Data it is possible that repairing Your Product may result in the loss of Your User Generated Data.

If Your Product is covered by Product Repair Plan under this Extended Warranty Plan, and is not economically repairable, We will replace Your Product as set out in the Product Replacement Terms (see page 8).

We always try to complete repairs in the shortest amount of time possible under Your Extended Warranty Plan, however, We are not responsible for delays caused by factors beyond Our control such as manufacturer delays in supplying parts.

Product Replacement Terms

Applicable only if Your Product is situated in the Republic of Ireland.

If Your Product is covered by Product Replacement Plan under Your Extended Warranty Plan, We will offer to replace Your Product, taking into account the features, quality and specifications of the original item as well as availability of the technology.

You agree that the replacement item is chosen at Our sole discretion. In the event that you are not satisfied with the replacement offer, you have 10 business days to write to the National Warranty Manager to appeal, at Unit 85/86, First Floor Boardwalk, Omni Shopping Centre, Santry, Dublin 9.

In all circumstances, the value of the replacement product shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product We supply under Your Extended Warranty Plan may have a lower selling price and is not limited to the original manufacturer brand or model of Your original product.

Replacement price differences, if any, will not be refunded. If a suitable replacement is not available, We may arrange for a store credit or monetary payment not exceeding the Original Purchase Price. Once such a payment has been made, or a Replacement Product provided, Your Extended Warranty Plan will cease.

What is not covered

Nothing in Your Extended Warranty Plan excludes, restricts or modifies Your rights under the Irish law.

Your *Extended Warranty Plan* does not cover:

1. Faults or failures covered by the manufacturer during the Manufacturer Warranty period under the Manufacturer Warranty terms;
2. Your Product if it has had the manufacturer's serial number removed or altered;
3. Your Product if You or the original purchaser of Your Product have purchased Your Product second hand (which includes refurbished items) at the time this product was purchased;
4. Defects or design faults that are covered by the original product manufacturer or distributor whether or not through the process of a product recall;
5. Repairs carried out by repair agents that are not prior authorised by Us;
6. Repairs or replacements that have been organised without following the claims procedure listed in the Terms or without Our prior authority;
7. Except where specifically mentioned in Your Extended Warranty Plan, costs associated with freight, transportation or delivery for Your Product;
8. Service call, repair costs or replacement costs where the fault is not covered under Your Extended Warranty Plan;
9. Except where specifically mentioned in Your Extended Warranty Plan, costs associated with installation, uninstalling, dismantling, or re-installation of Your Product or its replacement;
10. Costs associated with any failure that occurs during transportation, installation, uninstalling, dismantling or re-installation of Your Product unless by Our authorised repairer;
11. Except where specifically mentioned in Your Extended Warranty Plan under the headings 'Food spoilage' and 'Laundry', consequential losses or damage of any type, including loss of enjoyment, loss of intellectual or sentimental value of Your Product;
12. Costs associated with routine maintenance and servicing such as cleaning, adjustments, lubrication, alignments, reprogramming, tuning or upgrades;

13. Accidental damage of any type or from any cause that is not one of the specific events expressed to be covered under Your Extended Warranty Plan;
14. Accessories such as, but not limited to batteries, headphones, microphones, cords and cables, ancillary game controllers and memory cards;
15. Mechanical Failure or Electronic Failures of Your Product caused by:
 - 15.1 negligence, accidental or deliberate misuse or unauthorised alterations;
 - 15.2 liquid penetration;
 - 15.3 infestations of vermin, pests, insects or animals including domestic pets;
 - 15.4 cosmetic damage or accidental damage from any cause;
 - 15.5 rust, corrosion or mould;
 - 15.6 abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage;
16. Repairs to any:
 - 16.1 Consumables, including but not limited to batteries, fuses, bulbs, user replaceable elements, toners, drums and print heads;
 - 16.2 Monitors or televisions as a result of burned phosphor, screen burn or finger prints;
 - 16.3 Speakers as a result of overloading;
 - 16.4 Software, data or removable data medium caused by the Mechanical or Electronic Failure of Your Product,
17. The replacement of any accessories which may include headphones, remote controls or external devices if Your Product's Original Purchase Price is equal to or less than €200, unless they came with Your Product;
18. Any single claim amount which exceeds the Original Purchase Price (except for repair of Your Product);
19. Any failure of Your Product to properly operate outside the Warranty Term of Your Extended Warranty Plan.
20. Any failure or fault caused by electrical surges to Your Product, including but not limited to lightning strikes and power supply fluctuations.

Definitions

Accidental

means an event You did not intend or expect to happen.

Administrator

means Frith Service Contracts Ltd, Business Number 373654 (trading as Brightside), located at Unit 85/86, First Floor Boardwalk, Omni Shopping Centre, Santry, Dublin 9, who is registered and regulated by the Central Bank of Ireland under No C51103.

Brown Goods

means *Vision and Audio Products* which are Televisions, DVD Players & Recorders, Blu Ray Players & Recorders, Set Top Boxes, Hi-Fi Systems, Speakers, iPod Docks, CD Players, Radios, Portable Music and Video Devices, Headphones, Home phone including base, station and wireless handsets, Projectors.

Electronic Failure

means a sudden or unforeseen failure of a component that forms part of or is connected to the electrical or electronic system within Your Product such as:

- micro processors, capacitors and resistors;
- transformers;
- electric motors and fans;
- light emitting diodes (LED);
- touch screens;
- switches.

Grey Goods

means Telecommunications and Multi-Media Products which are Computers (desktop/tower and monitor), Laptops, iPads, Tablets, eBook readers, External storage devices Facsimiles, Printers, Scanners, Navigation systems (GPS), Gaming consoles, Mobile phones, Smart phones, Cameras such as digital cameras, still cameras, video cameras.

Insurer

means AWP P&C S.A. – Dutch Branch, trading as Allianz Partners Europe, located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands, Corporate identification No 33094603, is registered at the Dutch Authority for Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France and authorised by the Central Bank of Ireland for conduct of business.

Manufacturer Warranty

means any express warranty that applies to Your Product provided by the manufacturer of Your Product which is applicable in Ireland.

It does not include:

- any Consumer Guarantee applicable under the Irish law; or
- any insurance, for example extended warranty insurance or home and contents insurance.

Mechanical Failure

means a sudden or unforeseen failure of a moving or stationary part of Your Product that is not directly connected to the electrical or electronic system such as:

- levers and cams;
- cogs and wheels;
- springs and tensioners;
- drive belts and shafts;
- hinges, catches and brackets.

Original Date of Purchase

means the date shown on Your Receipt.

Original Purchase Price

means the amount shown on the Receipt being the cost of Your Product (inclusive of VAT and any discounts).

Product Repair Terms

means the paragraphs in this document under the heading "Product Repair Terms".

Product Replacement Terms

means the paragraphs in this document under the heading “Product Replacement Terms”.

Receipt

means the receipt and/or tax invoice for the purchase of Your Product and Your Extended Warranty Plan.

Retailer

refers to the selling retailer whose name appears on the Receipt.

User Generated Data, Your Data

All data generated by You and stored on or in Your Product. For example, songs, photos, telephone numbers, electronic documents and computer programmes.

White Goods

means *large and small size domestic appliances* which are Cooktops, Grillers, Ovens (including Steamers), Microwave Ovens, Rangehoods, Refrigerators, Freezers, Wine Chillers, Cooking appliances (bread makers, fryers, rice cookers, sandwich makers), Food preparation units (mixers, food processors), Dishwashers, Espresso machines, Washing machines, Dryers, Vacuums, Steam cleaners, Portable cooling and heating units, Fitted or ducted systems such as air-conditioning, heating, pool motors, BBQ's, and any other large and domestic appliances which do not fall under the Brown Goods or Grey Goods definition.

You, Your

means the person or persons or business named as the purchaser on the original purchase receipt and/or Tax Invoice.

Your Extended Warranty Plan, Your Brightside Extended Warranty Cover

means the *Brightside Extended Warranty Cover* that You have purchased with Your Product and is made up of the Terms and the Receipt.

Your Product

means the product that You purchased new and in Ireland that is named on the Receipt and shown to be covered under Your Extended Warranty Plan.

Warranty Term

means the period during which You have cover under Your Extended Warranty Plan as set out in the Terms.

We, Us, Our

refers to Frith Service Contracts Ltd, Business Number 373654 (trading as Brightside), located at Unit 85/86, First Floor Boardwalk, Omni Shopping Centre, Santry, Dublin 9, who is registered and regulated by the Central Bank of Ireland under No C51103.

and/or

AWP P&C S.A. – Dutch Branch, trading as Allianz Partners Europe, located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands, Corporate identification No 33094603, who is registered at the Dutch Authority for Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France and authorised by the Central Bank of Ireland for conduct of business.

Data Protection Notice

You should note that, by virtue of Your engagement or interactions with Us or by virtue of providing Us with personal information on you or individuals connected with you (for example directors, employees, representatives or clients), you will provide us and Our related entities and agents with personal information which constitutes personal data within the

meaning of the General Data Protection Regulation (Regulation 2016/679, the “Data Protection Legislation”).

We, may collect, store and use Your personal data for the following lawful purposes: (i) to provide this extended warranty plan to you or to investigate, assess and pay claims under Your plan (i.e. where this is necessary for the performance of the contract); (ii) where this is necessary for compliance with a legal obligation to which we are subject; and/or (iii) for direct marketing purposes (i.e. where this is necessary for the purposes of the legitimate interests of Us or a third party). Should we wish to use Your personal data for other specific purposes (including, if applicable, any purpose that requires Your consent), we will contact you.

Our full privacy notice, which outlines Our data protection obligations and Your data protection rights, is available on Our website, www.brightsideco.ie, and contains information on the following matters:

- the types of personal data we may collect and who we anticipate sharing it with;
- a description of the purposes and legal bases for which the personal data may be used;
- details on the transfer of personal data, including (if applicable) to entities located outside the EEA;
- details of data protection measures taken by Us;
- an outline of the various data protection rights of individuals as data subjects under the Data Protection Legislation;
- information on Our retention policy;
- contact details for further information on data protection matters.

Your Legal Rights

In the event of a problem with Your Product, You may have rights of law against the seller or manufacturer of the product under warranties and guarantees expressed or implied by mandatory provisions of law.

Your Brightside Extended Warranty Cover Plan does not replace these rights or make them void. However, You can choose to claim under Your Plan and Your claim will be handled quickly and efficiently by Our customer service team.

For further information about Your legal rights we suggest You contact the Competition and Consumer Protection Commission at Bloom House, Railway Street, Dublin 1, D01 C576, Consumer Helpline 1890 432 432 or visit www.cccpc.ie.

If You have any questions or queries about Your Brightside Extended Warranty Cover Plan, please do not hesitate to contact us.

How complaints/disputes are resolved

If a problem does arise, please call Brightside Cover on 1800 819 240 or email: customerservice@brightsidecover.ie. If the matter cannot be resolved to Your satisfaction please write to the Customer Relations team at:

Customer Relations
Brightside Cover
Unit 85/86 First Floor Boardwalk
Omni Shopping Centre
Santry Dublin 9

Your concern will be investigated by an officer with full authority to deal with the complaint.

Our complaints process is as follows:

- We will acknowledge in a durable medium receipt of a complaint within five business days;
- We will provide you with the name or the individual appointed as Our point of contact;
- We will provide You with regular updates in a durable medium on the progress of the investigation of the complaint at intervals not greater than every twenty business days, commencing from the date on which the complaint was made;
- We will attempt to investigate and resolve the complaint within forty business days of having received the complaint.

If We are unable to resolve the complaint within this time period, We will inform You of the options available to You.



Contacting the Brightside Cover team

If You need to contact Us for any reason, please contact Brightside Cover team on:

Phone: 1800 819 240

Monday to Friday 9:00am to 5:30pm WET (excluding Irish public holidays); or

Email: customerservice@brightsidecover.ie; or

Write to: Brightside Cover

Unit 85/86 First floor Boardwalk

Omni Shopping Centre, Santry Dublin 9

Got questions? We'd love to chat.

1800 819 240

brightsidecover.ie

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