

Brightside Extended
Warranty Cover terms
and conditions.

Be covered
for whatever
happens.



brightside[™]
cover

for whatever happens!

Brightside Extended Warranty Cover includes*:



Replacement

If your purchase costs under \$500 and suddenly stops functioning, there's no fuss. We simply replace it.



Surge protection

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



21 day repair guarantee

It's a promise we always keep. We'll have your product back in your hands within 21 days, or we'll replace it.



Freight & service calls

We'll cover all freight costs and service calls during the claims process. So you're not left out of pocket.



No lemon guarantee

If you're unlucky enough to have two separate repairs and a third 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 pay for the replacement of your food.



Laundry care

Don't sweat. If your washing machine or dryer is out of action for more than 10 days, we'll cover your cleaning costs.



Worldwide coverage

It doesn't matter where you travel in the world, we've got you covered.

*Subject to Brightside Extended Warranty Cover terms and conditions (including limits and exclusions).

Brightside Extended Warranty Cover

Thank you for choosing Brightside Extended Warranty Cover.

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

Please read these terms and conditions 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.

Your Rights under Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) or other relevant law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your rights under the ACL commence from the date of purchase of Your Product and may run for the life of Your Product.

Details about Our obligation to offer You a refund, repair or replacement (including under the ACL) are set out in Our returns policy, a copy of which is available in-store.

This Brightside Extended Warranty Cover operates as an ancillary cover where your ACL rights have expired or don't operate. The cover provided is subject to the Terms & Conditions, Exclusions and Definitions as detailed in this document. Nothing in this Brightside Extended Warranty Cover excludes, restricts or modifies Your rights under the ACL.

You are not required to pay for Your rights and remedies under the ACL or any other relevant fair trading laws. The amount You pay for the benefits under this Protection Plan will not change to the extent that Your rights under such laws may overlap with such benefits.

Important information

- This document sets out the cover provided if You purchase Brightside Extended Warranty Cover in conjunction with the purchase of Your Product.
- This Brightside Extended Warranty Cover is a service plan sold by Us in respect of appliances and products We sell. Your Brightside Extended Warranty Cover is not an insurance policy, nor are We insurers.
- If You have purchased more than one product on the same purchase receipt, then Your Brightside Extended Warranty Cover will only cover those products specifically described on Your Receipt as being covered.

for whatever happens!

- A separate Brightside Extended Warranty Cover must be purchased for each product You required to be covered under Your Plan.
- Please ensure that You keep Your Receipt to describe and validate the purchase of Your Product. The Receipt constitutes proof of the purchase and in the event of a claim, the Receipt may need to be produced.
- You have a 21 day 'cooling off' period to let You review the coverage under this Plan and to decide if it is right for You. If you do not believe You require this cover simply return to the store within 21 days with your receipt and request cancellation and refund.

What is covered

The Cover described below is subject to the Terms & Conditions, Exclusions and Definitions set out in Your Brightside Extended Warranty Cover. Our coverage will provide You with extra protection in the event that Your Product suffers a Covered Failure during the Warranty Term.

There are two different types of coverage provided. The applicable coverage depends on eligibility based on the cost of the product being purchased. If the Original Purchase Price is less than \$500 We offer a Product Replacement Plan. If the Original Purchase Price is \$500, or more, we offer a Product Repair Plan.

Terms & conditions

Product replacement plan

Eligibility: This Product Replacement Plan is only available on products where the Original Purchase Price is less than \$500.

The Cover: In the event Your Product suffers a Covered Failure under this Product Replacement Plan, We will replace Your Product with a new product rather than repair it.

Your Product Replacement Plan comes to an end if We settle Your claim by replacing Your Product or by paying You what it would cost Us to replace Your Product to its nearest equivalent. The value of any cash settlement that We give You under Your Plan will not exceed the Original Purchase Price.

Product Replacement Terms: In the event that We replace Your Product, We will take into account features, quality and specifications of the original item as well as availability of the technology. The replacement item is chosen at Our sole discretion.

Due to changes in product technology and availability, the replacement product We supply under Your Plan may have a lower purchase price and is not limited to the original manufacturer brand of Your original product. We will not refund to You any difference between the Original Purchase Price and the current replacement cost.

When a suitable replacement is not available, We will give You a cash settlement for what it would cost Us to replace Your Product. If the current replacement cost exceeds the Original Purchase Price the most We will pay is the Original Purchase Price of Your Product.

Payment to You or replacement of Your Product shall constitute fulfilment of Your Plan. The period of cover will then cease.

Product repair plan

Eligibility: This Product Repair Plan is only available on products where the Original Purchase Price is \$500 or more.

The Cover: Under the Product Repair Plan, if Your Product suffers a Covered Failure at any time during the Term, Your Product will be repaired to normal working order. Coverage applies even in circumstances where the need to repair Your Product arises due to normal wear and tear and the Covered Failure does not amount to a major or minor failure to comply with one of the Consumer Guarantees under the ACL.

Where the failure is a result of a faulty accessory, which is not listed as an Exclusion, which came with Your Product, We will either repair or replace the accessory only. The decision to repair or replace the accessory is at Our sole discretion.

Product Repair Terms: In repairing your product the parts used by the repairer 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 Product is not economically repairable, We will, at Our sole discretion replace Your Product with a new product.

Warranty term

Your agreement with Us (Your Plan) is valid from the date You purchase Your Plan. The Cover commences from the expiry of the Product Manufacturer's Warranty for Your Product. If Your Product is replaced by the manufacturer or Us as the retailer, Your Plan and the expiry date of Your Plan remains the same.

Your Plan ends when the Warranty Term ends. The Warranty Term will end at the earlier of:

- 2, 3 or 4 years (as applicable – Your Receipt will identify which period is applicable) from the expiry of the Product Manufacturer's Warranty;
- 5 years from the original date You purchased Your Product; or
- 7 years from the date You purchased Your Product for White Goods; or
- the time Your Plan otherwise ends (for example, if Your Plan is cancelled by You during the cooling-off period or Your Product is replaced under Your Plan).

Where Your Product has a Manufacturer's Warranty period of less than 12 months, The Warranty Term will end 2 years from the expiry of the Product Manufacturer's Warranty.

You are only covered under Your Plan for Covered Failures that occur after the expiry of the Product Manufacturer's Warranty. The cover will not apply to the extent Your Product is otherwise covered and able to be claimed under the applicable Product Manufacturer's Warranty.

Additional coverage benefits

We will provide the following additional covers as part of Your Extended Warranty Cover during the Warranty Term.



No lemon guarantee

This benefit is only applicable to a Product Repair Plan.

If Your Product has had 2 repairs for Covered Failures under Your Plan and Our Authorised Repairer confirms that Your Product will require another repair under Your Plan during the Warranty Term, We will replace Your Product on the same terms set out under Product Replacement Terms above.

For the purposes of the 'no lemon guarantee', preventative maintenance checks, consumer requested alignments, cleaning, 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, removable and rechargeable laptop batteries.



Fully transferable

If You sell or give away Your Product, You can transfer Your Plan to the new owner at no charge. Simply call Us on 1300 622 833.



Wear and tear

We will cover You under Your Plan if Your Product fails as a result of reasonable wear and tear, and it affects the functionality or operation of Your Product, subject to an assessment authorised by Us.



Food spoilage

If Your Product is a fridge or freezer we will reimburse You for any food spoilage which occurs as a result of a Covered Failure. You will be required to supply proof of Your loss.



Laundry care

If your product is a washing machine or clothes dryer we will reimburse You for any reasonable laundering and/or drying costs (excluding any dry cleaning services) that you incur as a result of a Covered Failure. 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.



Freight & service calls

If We request for Your Product to be sent to one of Our Authorised Repairers, We will cover any freight costs associated with the handling of Your Product, during the claims process. Where possible We may ask you to deliver Your Product to one of Our Authorised Repairers.

If Your Product requires a service call under Your Plan, We will cover all service call fees.



Surge protection

We will cover Your Product under Your Plan if it suffers a breakdown caused by electrical interference, power surge or voltage fluctuation.



21 day repair guarantee

This benefit will only apply to repairs completed in Australia.

If We are unable to complete the repair of Your Product within 21 days, We will replace Your Product in accordance with the Product Replacement Terms outlined in this document (see page 3-4).

The 21 day repair guarantee commences from the date which Our Authorised Repairer receives Your Product and ends on the date upon which Our Authorised Repairer sends to You or makes available to You, Your Product, after completing the repair.

Any period where You are unavailable for Your Product to be picked up or delivered will not form part of the 21 day repair guarantee.



Worldwide coverage

If You are travelling outside of Australia, and the Product is of a portable nature and is in Your possession, it remains covered anywhere in the world.

In the event of a Covered Failure occurring to your Product whilst You and the Product are travelling together outside Australia, We require You to contact Us by email at customerservice@brightsidecover.com.au before arranging repairs.

We will respond and if You are in Ireland, New Zealand or Singapore We will advise You of where to take the Product to be repaired. Outside these countries You may be required to locate a suitable and convenient repairer and 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 Plan.



Loan product

We will make every effort to repair Your Product within 14 days of Your Product being in the control of Our Authorised Repairer. If We are unable to repair Your Product within 14 days, We will, at Your request, provide You with a loan product for the duration of the repair period. Not all products will be eligible for a loan product and the provision of a loan product is also subject to availability. Contact Us to find out whether a loan product is available for Your Product. The loan product may not necessarily be the same size, brand or specifications as Your Product.

You must maintain the loan product in good condition and You will be responsible for any loss or damage to the loan product. We will not cover You for any costs related to installation, uninstalling, or dismantling of the loan product. All data that may be contained in the loan product will be destroyed upon return and We take no responsibility for such destroyed data.



Technical assistance

We will provide You with advice on technical problems in relation to Your Product during the hours of 9:00am to 5:00pm EST Monday to Friday (excluding public holidays). You can access this advice by calling 1300 622 833 .

Technical assistance is limited to support in relation to hardware and/or software supplied with Your Product as part of the original purchase of Your Product. We will outsource the technical assistance service to suitably qualified technicians according to Your Product type.

The assistance You receive will be based on the latest technical knowledge available to Our agents at the time of Your enquiry. The technical assistance available to You will not include the engagement of any other parties to carry out work or to conduct further testing.

Data storage

If your goods are capable of storing User Generated Data, it is possible that this data may be lost during the repair of Your Product. We recommend You back up Your data.

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 under the terms of the Manufacturer's Warranty. You may also be entitled to alternative rights and remedies from the selling retailer and/or the manufacturer under ACL.

If You are claiming under Your Plan during the Warranty Term, before You call please conduct a basic check of Your Product, check the manufacturer's product manuals and instructions, as this will often pinpoint what is wrong and advise You how to remedy the issue.

If the problem still persists, You can choose either to:

- submit Your claim online at www.brightsidecover.com.au/my-cover;
- call Us on 1300 622 833 Monday to Friday 8:30am to 7:00pm, Saturdays 9:00am to 12:00pm EST (excluding public holidays). One of Our friendly team will verify Your details and assist You with Your claim. Please have Your Receipt ready before phoning.
- enforce Your rights and remedies against Us if there has been a breach of a Consumer Guarantee under the ACL (for details of Our returns policy contact Us).

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.

We may require Your Product to be assessed. This may be done 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.

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

How complaints/disputes are resolved

If a problem does arise, please call Us on 1300 622 833 or email: customerservice@brightsidecover.com.au. If the matter cannot be resolved to Your satisfaction please write to the Customer Relations team at:

Customer Relations
Brightside Cover
PMB 14
Castle Hill, NSW 1765

Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within 15 working days of receiving Your complaint.

Jurisdiction and choice of law

Your Plan is governed by the laws of Australia. Any dispute relating to Your Plan shall be submitted to the exclusive jurisdiction of an Australian court within the State or Territory in which Your Plan was issued.

Privacy statement

We comply with the Privacy Act 1988 (Cth) (as amended). The information We collect will be used for the purpose of providing Your Plan to You or to investigate, assess and pay claims under Your Plan.

For these purposes, You acknowledge and consent to Us, Our agents and Our related entities collecting Your personal information and disclosing Your personal information to Our agents, Our related entities or Our service providers.

You also acknowledge and consent to Us, Our agents and Our related entities collecting and using Your personal information to contact You for market research or to provide You with information and offers about products and services offered by Us, Our agents and Our related entities.

If You do not want to receive any marketing information You can opt out by contacting Us on the numbers set out on the back cover of this document.

Exclusions

What is not covered

Nothing in this Brightside Extended Warranty Cover excludes, restricts or modifies Your rights under the ACL.

Your Plan does not cover:

1. Any part/s of Your Product that are supplied with a Manufacturer's Warranty period of less than 3 months;
2. Your Product if it is used partly or wholly for commercial or business purposes (rather than domestic, household or personal use);
3. Faults or failures covered by the manufacturer during the Manufacturer's Warranty period under the Manufacturer's Warranty terms;
4. Your Product if it has had the manufacturer's serial number removed or altered;
5. Defects or design faults that are covered by the original product manufacturer or distributor whether or not through the process of a product recall;
6. Repairs carried out by repair agents that are not authorised by Us;
7. Repairs or replacements that have been organised without following the claims procedure listed in this document or without Our authority;
8. Except where specifically mentioned in Your Plan, costs associated with freight, transportation or delivery for Your Product;
9. Service calls, repair costs or replacement costs where the fault is not covered under Your Plan;
10. Except where specifically mentioned in Your Plan, costs associated with installation, uninstalling, dismantling, or re-installation of Your Product;
11. Costs associated with any failure that occurs during transportation, installation, uninstalling, dismantling or re-installation of Your Product unless by Our Authorised Repairer;
12. Except where specifically mentioned in Your 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;
13. Costs associated with routine maintenance and servicing such as cleaning, adjustments, lubrication, alignments, reprogramming, tuning or upgrades;
14. Accidental damage of any type or from any cause that is not one of the Covered Failures expressed to be covered under Your Plan;
15. Any additionally purchased accessories, which did not come with Your Product;

16. The following accessories, irrespective of whether they came with Your Product: headphones, microphones, cords and cables, ancillary game controllers, 3D glasses and memory cards, cases & site bags, brushes, chucks, driver & drill bits, power tool attachments, blades and cutters, bars & chains, cutting equipment, ropes, measuring devices, nose caps, fuel hoses;
17. Covered Failures of Your Product caused by:
 - 17.1 negligence, accidental or deliberate misuse or unauthorised alterations;
 - 17.2 liquid penetration;
 - 17.3 infestations of vermin, pests, insects or animals including domestic pets;
 - 17.4 cosmetic damage or accidental damage from any cause;
 - 17.5 rust, corrosion or mould;
 - 17.6 abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage;
18. Consumption or failure of any consumables, including but not limited to batteries, fuses, belts, burners, blades, spark plugs, filters, bulbs, globes, LED's, lamps, user replaceable elements, toners, drums and print heads;
19. Monitors or televisions as a result of burned phosphor, screen burn or finger prints;
20. Speakers as a result of overloading;
21. Software, data or removable data medium caused by the Mechanical Failure or Electronic Failure of Your Product;
22. Any single claim amount which exceeds the Original Purchase Price of Your Product (except for the repair of Your Product);
23. Any failure of Your Product to properly operate outside the Warranty Term of Your Plan.

Definitions

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

Australian Consumer Law or ACL: means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Consumer Guarantee: means a consumer guarantee relating to the supply of goods or services as provided by Division 1 of Part 3-2 of the ACL.

Covered Failure: means a breakdown of Your Product as a result of:

- Electronic or Mechanical Failure;
- power surges;
- electrical interference;
- normal wear and tear affects the functionality or operation of Your Product; or
- environmental factors such as dust, overheating, internal humidity or condensation, unless otherwise excluded.

Electronic or Mechanical 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 and transformers); or
- a moving or stationary part of Your Product that is not directly connected to the electrical or electronic system (such as levers and cams);
- a powered (which can be either electrical, air powered, fuel powered or gas powered) or motorised units of Your Product, unless otherwise excluded.

Manufacturer's Warranty: means the original in box warranty coverage provided by the manufacturer of the Product.

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 GST and any discounts).

Our Authorised Repairer: means a repairer We nominate who is capable of repairing Your Product at the time of the fault or failure. Please contact Us to locate Our Authorised Repairer nearest to You.

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 Plan.

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 electrical appliances used domestically including but not limited to air conditioners, portable heating and cooling units, refrigerators, freezers, cooktops, ovens, range hoods, dishwashers, washing machines and clothes dryers.

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

Your Plan, Your Brightside Extended Warranty Cover: means the Brightside Extended Warranty Cover that You have purchased with Your Product and is made up of this document and the Receipt.

Your Product: means the product that:

- You purchased new (except when Your Plan was transferred to a new owner of the covered product as stated in this document);
- is used solely for domestic, household or personal use;
- is located in Australia;
- is named on the Receipt;
- is shown to be covered under Your Plan.

Warranty Term: means the period during which You have cover under Your Plan as set out under the heading Warranty Term.

We, Us, Our, Retailer: refers to the selling retailer whose name appears on the original purchase receipt and/or Tax Invoice as the supplier.

How to contact us

If You need to contact Us for any reason about Your Plan, please phone: 1300 622 833. Our hours are Monday to Friday 8:30am to 7:00pm, Saturdays 9:00am to 12:00pm EST (excluding public holidays); or

Email: customerservice@brightsidecover.com.au; or

Write to:
Brightside Cover
PMB 14
Castle Hill, NSW 1765

Alternatively You might find your answer in Our frequently asked questions (FAQ's) on Our website at www.brightsidecover.com.au/product-cover/help/faqs

Brightside Extended Warranty Cover is provided by the selling retailer of the Product and is administered by ICF Protection Plus Pty Ltd trading as Brightside Cover ABN 27 139 212 972, a leader in warranty services. ©Copyright 2016

www.brightsidecover.com.au
call:1300 622 833