

Product Disclosure and
Financial Services Guide

Total
Product
Cover



brightside[®]
cover

for whatever happens!

Brightside Total Product Cover

Thank You for choosing Brightside Total Product Cover.

A lot can happen to Your appliances, electrical and mobile products, and Our Brightside Total Product Cover Insurance provides You with extra protection after Your Manufacturer Warranty expires. It also provides Accidental Damage cover.

By choosing Brightside Total Product Cover You can sit back and enjoy the benefits explained in the PDS.

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.

Part A: Product Disclosure Statement (PDS)

This Product Disclosure Statement ("PDS") is designed to help You decide if the cover provided is right for You.

It describes the main features and benefits of this Brightside Total Product Cover Insurance, which operates alongside, and in addition to, any rights and remedies to which You may be entitled under the Australian Consumer Law and any other law that applies to Your Product.

Eligibility

Brightside Total Product Cover may only be purchased within ninety (90) days of purchasing Your Product.

Separate Brightside Total Product Cover will need to be purchased for each item You wish to insure unless Your Product is a Cookware Pack whereby You only need to purchase 1 (one) Brightside Total Product Cover to insure Your Cookware Pack.

Summary of Cover

You will be entitled to the benefits set out below, subject to any relevant terms, conditions, exclusions and limitations of Your Policy, during the Period of Insurance for Your Product. In addition, You retain the rights and remedies to which You may be entitled under the Australian Consumer Law.

This summary does not include everything. Please read this PDS and any documents which make up Your Policy carefully for complete details of what We will pay and what We will not pay and the extent of the cover provided and Your and Our rights and obligations.

Please note that there are further terms, conditions, exclusions and limitations (including applicable Excess and No Cover Period) that are not listed in the summary which will apply.

There are also words with special meanings found in Definitions section on pages 29-31.

Summary of Part 1 - Accidental Damage Cover

This Part 1 - Accidental Damage Cover is designed to provide cover for certain Accidental Damage to Your Product which occurs during the Period of Cover (Accidental Damage). We will at Our discretion:

- repair Your Product; or
- replace Your Product.

Your Cover under Part 1 - Accidental Damage and Your Policy will end if Your Product is replaced by Us with a Replacement Item. You should note that in such circumstance, the whole Policy comes to an end regardless of whether the Period of Cover (Extended Warranty) has commenced or not.

Your Cover under Part 1 - Accidental Damage will also end if We repair Your Product twice under Part 1 - Accidental Damage. However, where Your Product is repaired, the Policy will not automatically come to an end and You may claim under Part 2 - Extended Warranty subject to its terms and conditions.

See Period of Insurance and Period of Cover on page 12 for more information on when the Period of Cover (Accidental Damage) starts and ends.

Exclusions apply. For example, damage caused by intentional acts, fire, theft or loss/disappearance, is not covered under Part 1 - Accidental Damage Cover.

No Cover Period: We will not cover You under Part 1 - Accidental Damage Cover for the first 30 days from the commencement of the Period of Cover (Accidental Damage) (i.e. the date You purchase the Policy). If Your Product suffers Accidental Damage during the No Cover Period, they are considered pre-existing conditions and render the Product ineligible for cover under Part 1 - Accidental Damage Cover.

Any applicable No Cover Period do not affect Your coverage under any manufacturer's warranty.

If, during the No Cover Period, Accidental Damage renders the Product ineligible for the cover under Part 1 - Accidental Damage Cover, We will cancel Your Brightside Total Product Cover Insurance and provide You with a full refund of the Brightside Total Product Cover Insurance premium You have paid (less any taxes and duties We cannot recover).

IMPORTANT: All tablet and mobile phone devices are required to be kept in a suitable Protective Cover at all times. Failure to adhere to this will result in denial of a claim under Part 1 - Accidental Damage Cover.

Summary of Part 2 - Extended Warranty Cover

	Product Repair Plan (where the Original Purchase Price is more than \$500)	Product Replacement Plan (where the Original Purchase Price is equal to or less than \$500)
What You are covered for	<p>Failure of Your Product to properly operate during the Period of Cover (Extended Warranty) due to:</p> <ul style="list-style-type: none"> • Mechanical Failure or Electronic Failure; • A defect in materials or workmanship; • Normal wear and tear that affects the functionality or operation of Your Product; or • Dust, internal overheating, internal humidity or condensation; or • Electrical interference, power surge or voltage fluctuation. <p>This applies even in circumstances where the need to repair Your Product arises due to normal wear and tear and the failure or fault does not amount to a major or minor failure to comply with one of the Consumer Guarantees under the Australian Consumer Law.</p>	
Other benefits (available only in Australia)	<ul style="list-style-type: none"> • Food spoilage; • Laundry; • Loan product. (See pages 18-20) 	
How We settle a claim for a covered failure where Your Product is situated in Australia	Repair or replace Your Product or give You a cash settlement in accordance with the Product Repair Terms for Part 2 - Extended Warranty and Product Replacement Terms for Part 2 - Extended Warranty (see pages 20-21).	Replace Your Product or give You a cash settlement in accordance with the Product Replacement Terms for Part 2 - Extended Warranty (see page 21).

	Product Repair Plan (where the Original Purchase Price is more than \$500)	Product Replacement Plan (where the Original Purchase Price is equal to or less than \$500)
How We settle a claim for a covered failure if Your Product is situated outside Australia	<p>We will not repair, replace or give You a cash settlement overseas.</p> <p>You must return to Australia with Your Product and We will then settle the claim as if Your Product was situated in Australia when it failed.</p> <p>You can however instead choose to have it repaired outside Australia but We will only pay up to AUD\$200 of the cost of repair (see page 20).</p>	
Freight and service calls for a covered event (only applicable if Your Product is situated in Australia)	<p>Where there is a valid claim We cover the:</p> <ul style="list-style-type: none"> • Service call fee; • Freight both to and from Our designated service centre where You live more than 30kms from it. <p>If the claim is not valid You must bear these costs.</p>	<p>Where there is a valid claim We cover the freight both to and from Our designated service centre where You live more than 30kms from it.</p> <p>If the claim is not valid You must bear these costs.</p>
21 Day Repair Guarantee for a covered event (only for repairs completed in Australia)	<p>Where there is a valid claim, if We are unable to complete the repair of Your Product within 21 days, We will replace Your Product under Our Product Replacement Terms (subject to availability of a suitable replacement).</p> <p>See 21 Day Repair Time Guarantee section for when the 21 Day Repair Time Guarantee commences on page 19.</p>	Not applicable as We only replace or give You a cash settlement.

	Product Repair Plan (where the Original Purchase Price is more than \$500)	Product Replacement Plan (where the Original Purchase Price is equal to or less than \$500)
No Lemon Guarantee (only for repairs completed in Australia)	If You have had 2 qualified service repairs of Your Product and require a 3rd qualified service repair for the same product under Your Brightside Total Product Cover Insurance during the Period of Insurance, We will replace Your Product in accordance with the Product Replacement Terms (subject to availability of a suitable replacement) (see page 21).	Not applicable as We only replace or give You a cash settlement.

Summary of Other Important Information

Technical Assistance	We can provide You with technical assistance in relation to hardware and/or software supplied with Your Product. See Technical Assistance section on page 23 for details. This benefit will commence from the commencement of the Period of Insurance.
Limits	The maximum amount of a Replacement Item or amount payable by Us for any one and all claims combined under Your Brightside Total Product Cover Insurance will be the Original Purchase Price of Your Product (inclusive of GST). For repairs completed overseas under Part 2 - Extended Warranty Cover, a limit of \$200 will apply (see above).
Period of Insurance – Start Date	Your agreement with Us (Your Brightside Total Product Cover Insurance) is valid from the date of purchase. However, the Extended Warranty Cover offered under this Brightside Total Product Cover Insurance may commence at different dates. See Period of Insurance and Period of Cover on page 12 for more details.

Period of Insurance - End Date	The Period of Insurance ends on the earlier of : <ul style="list-style-type: none"> the date You receive the Replacement Item if Your Product is replaced following a valid claim under Part 1 - Accidental Damage Cover; when Your Period of Cover (Extended Warranty) ends; when the Policy otherwise ends in accordance with the Policy terms or the law.
Period of Cover (Accidental Damage)	Subject to the No Cover Period, Your Accidental Damage Cover commences on the date You purchase Your Brightside Total Product Cover Insurance. The Period of Cover (Accidental Damage) ends on the earlier of: <ul style="list-style-type: none"> 12 months from the commencement of Your Period of Insurance; the date on which You sell or pass Your right, title or interest in Your Product to some other person, unless You tell Us of such transfer of interest and We agree to transfer the Policy to the new owner; the date You receive the Replacement Item where Your Product is replaced following a valid claim under Part 1 - Accident Damage Cover (in this case, the Policy will also end); upon the return of Your Product to You following the repair where You have made 2 (two) valid claims for repair of Your Product under Part 1 - Accident Damage Cover; or the date the Policy otherwise ends earlier in accordance with the Policy terms or law (for example, when the Policy is cancelled).
Period of Cover (Extended Warranty) commences only after the expiry of any Manufacturer Warranty	You are only covered for failures that occur after the expiry of any Manufacturer Warranty. The cover will not apply to the extent it is otherwise covered and able to be claimed under a Manufacturer Warranty applicable to Your Product. Note that there may be circumstances that You may not

	<p>be provided with any cover under Part 2 - Extended Warranty Cover because the Policy may end before the commencement of the Period of Cover (Extended Warranty).</p> <p>For example, if Your Product is replaced under Part 1 - Accidental Damage Cover before the commencement of Period of Cover (Extended Warranty), Your whole Policy comes to an end. You will not have any cover under the Part 2 - Extended Warranty Cover.</p> <p>If You have had 2 repairs under Part 1 - Accidental Damage Cover, You will still be covered under Part 2 - Extended Warranty Cover (but not for any subsequent Accidental Damage).</p>	
	<p>Product Repair Plan (where the Original Purchase Price is more than \$500)</p>	<p>Product Replacement Plan (where the Original Purchase Price is equal to or less than \$500)</p>
<p>End date of Period of Cover (Extended Warranty) (which is also the expiry of the Period of Insurance)</p>	<p>The Period of Cover (Extended Warranty) will end at the earlier of:</p> <ul style="list-style-type: none"> • 2, 3, 4 years (as applicable - Your Certificate will identify which period is applicable) from the expiry of the Manufacturer Warranty; and • 7 years from the date You purchased Your Product; and • the time Your Brightside Total Product Cover Insurance otherwise ends (for example, if Your Brightside Total Product Cover Insurance is cancelled or Your 	<p>The Period of Cover (Extended Warranty) will end at the earlier of:</p> <ul style="list-style-type: none"> • 1, 2 years from the expiry of the Manufacturer Warranty; and • 5 years from the date You purchased Your Product; and • the time Your Brightside Total Product Cover Insurance otherwise ends (for example, if Your Brightside Total Product Cover Insurance is cancelled or Your Product is replaced under Your Brightside Total Product Cover Insurance).

	<p>Product is replaced under Your Brightside Total Product Cover Insurance). For example, if Your Period of Insurance is listed on the Certificate as 4 years and You have a Manufacturer Warranty of 4 years, Your Period of Cover (Extended Warranty) commences at the expiry of the 4 year Manufacturer Warranty and expires 3 years from that date (due to the 7 year maximum) assuming Your Brightside Total Product Cover Insurance has not otherwise ended earlier (e.g. because of a replacement or payout).</p>	<p>For example Your Period of insurance is listed on the Certificate as 2 years. If You have a Manufacturer Warranty of 4 years, Your Period of Cover (Extended Warranty) commences at the expiry of the 4 years Manufacturer Warranty and expires 1 year from that date (due to 5 year maximum) assuming Your Brightside Total Product Cover Insurance has not otherwise ended earlier (e.g. because of a replacement or payout).</p>
<p>Cooling off period</p>	<p>A 21 day cooling off period applies. You can cancel Your Brightside Total Product Cover Insurance within this period with no penalty unless You have made a claim or exercised any of Your rights or powers under Your policy. After this period Your cancellation rights are restricted (See page 10).</p>	
<p>Making a claim</p>	<p>You must provide Us with the Receipt, the Certificate and any other relevant proof of purchase and Original Purchase Price (See pages 24-25).</p>	
<p>Exclusions</p>	<p>Exclusions apply (See pages 21-23). By way of example only, We will not cover:</p> <ul style="list-style-type: none"> • Faults or failures or other things covered by the manufacturer during the Manufacturer Warranty Period; • Repairs carried out by repair agents that are not authorised by Us; and • Costs associated with installation, uninstalling, dismantling, or re-installation of Your Product. 	

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. You do not pay for Your rights and remedies under the ACL or any other relevant fair trading laws.

The ACL provides you with basic guaranteed rights, taking into account the nature of the goods, the price and other relevant circumstances. The ACL ensures that the goods are, amongst other things, free from defects, safe, durable, of acceptable quality and do what they are meant to do. Whether there is a failure covered under the ACL and whether a remedy is available under the ACL will depend on the circumstances.

Your rights under the ACL commence from the date of purchase of Your Product and may run for the life of Your Product, even after expiry of the Manufacturer's warranty or this Brightside Total Product Cover.

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 Total Product 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.

What You Need to do

General advice only - Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

Your duty of disclosure - In particular, before buying the insurance You need to be aware of Your obligations to Us under the terms of Your Policy, such as the need to comply with Your duty of disclosure and not mislead Us (See pages 27-28).

Your obligation to read Your Policy - It is important to recognise that by entering into Your Policy You confirm and warrant to Us that You have read or will read the policy documents when provided to You and will contact Us if You have not done so. You need to carefully read all of the documents that make up Your Policy together to understand the cover and Your obligations. Please keep them in a safe place for future reference.

Consider the limits, exclusions and conditions carefully - Remember that there are limits, exclusions and conditions that apply to Your Policy. They will be contained in this PDS (see relevant sections describing the cover(s), benefits, exclusions and other conditions), any applicable SPDS(s), Your Certificate and any other document that We tell You forms part of Your Policy.

Ensure You comply with the Policy terms - If You fail to comply with a term or condition or an exclusion that applies, We may refuse to pay or reduce a claim, and/or We may cancel Your Policy, to the extent permitted by law and subject to the operation of the Insurance Contracts Act 1984 (Cth).

About Your Premium

Before You purchase Your Policy We will tell You the premium You must pay, which is determined by considering factors such as type of product covered, the Period of Insurance, and the applicable limits. We also take into account other factors related to the costs of Our doing business. Your premium includes any compulsory government charges, taxes or levies (such as Stamp Duty and GST) that We are obliged to pay for Your Policy and other fees and commissions as set out in the FSG in Section B.

Your Cooling Off and Cancellation Rights

You can return Your Policy to Us within 21 days of the purchase of Your Product. If We receive Your written request to cancel Your Policy (by post or by email to customerservice@brightsidecover.com.au) within this 21 day period, We will cancel Your Policy effective from the commencement date and give You a full refund (less any taxes or duties payable that We cannot recover). You cannot use this right if You have made a claim or exercised any of Your rights or powers under Your Policy within the 21 day period.

- You cannot cancel Your Policy after the cooling off period ends unless: You have not made a claim under Your Policy, are not entitled to make such a claim under it and have not exercised any of Your rights or powers under it; and
- either Your Product is replaced or You receive a refund for Your Product before the Period of Cover (Extended Warranty) starts.

In such a case We will give You a pro-rata refund of the premium paid.

Our Agreement with You

Once issued, the Policy is made up of the following documents:

- **Product Disclosure Statement (PDS)**
This document sets out the standard terms and conditions applicable to this insurance, including the basis of cover, exclusions and limitations and applicable excesses. Should We substantially amend this PDS, We will issue You with a Supplementary Product Disclosure Statement (SPDS) which will provide details of these amendments.

From time to time and where permitted by law, We may change parts of Your Policy. If We do so, any updates which are not materially adverse to You from the point of view of a reasonable person deciding whether to buy this insurance, may be found on www.brightsidecover.com.au. Should You wish to receive a paper copy of the latest PDS please do not hesitate to call the Brightside Cover Team on 1300 622 833 or email customerservice@brightsidecover.com.au and they will send You a copy free of charge.

- **Certificate**

This document is issued to You when You take out cover with Us. It will show (amongst other things), the premium, the cover(s) and Period of Insurance applicable to You

- **Any other documents that We tell You form part of Our Policy with You**

This can be a Supplementary PDS or an endorsement varying this PDS or the standard terms.

About the Insurer

The insurer of this insurance policy is The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) (Hollard).

Hollard has sole responsibility for this PDS, policy issuance and the assessment and payment of claims.

About Brightside Cover

The promoter and distributor of this insurance is Brightside Cover, a trading name of ICF Protection Plus Pty Ltd (ABN 27 139 212 972, AFSL 475125) of Suite 1, Building B, 34-46 Brookhollow Avenue, Baulkham Hills NSW, 2153 (ICF). ICF is an Australian Financial Services Licensee authorised to issue, deal in and provide advice on general insurance products. ICF, trading as Brightside Cover, has been authorised by the insurer to act on its behalf to deal, provide general advice and handle and settle claims in relation to this policy underwritten by Hollard.

ICF has a binding authority which means it can issue, vary or cancel these insurance products and handle and settle claims under the name Brightside Cover without reference to Hollard, provided it acts within the binding authority. When providing these services, ICF acts for Hollard and does not act on Your behalf.

Period of Insurance and Period of Cover

Period of Insurance

Your agreement with Us (Your Brightside Total Product Cover Insurance) is valid from the date You purchase Your Brightside Total Product Cover Insurance.

The Period of Insurance ends on the earlier of:

- the date You receive a Replacement Item under Part 1 - Accidental Damage Cover;

- when Your Period of Cover (Extended Warranty) ends; and
- when the Policy otherwise ends in accordance with the Policy terms or the law.

Period of Cover (Accidental Damage)

Subject to the No Cover Period, the Period of Cover (Accidental Damage) commences on the date You purchase Your Brightside Total Product Cover Insurance.

The Period of Cover (Accidental Damage) ends at the earlier of:

- (i) 12 months from the commencement of the Period of Cover (Accidental Damage);
- (ii) the date You receive a Replacement Item where Your Product is replaced following a valid claim under Part 1 - Accidental Cover of this Policy (Note that the whole Policy will also come to an end);
- (iii) upon the return of Your Product to You following the repair where You have made 2 valid claims for repair of Your Product under Part 1 - Accidental Damage Cover.

If You receive a Replacement Item the whole Policy ends (regardless of whether the Period of Cover (Extended Warranty) has commenced or not).

If You have made 2 valid claims of repair of Your Product under Part 1 - Accidental Damage Cover, You will not be able to claim further under Part 1 but You may still be able to claim under Part 2 - Extended Warranty Cover.

Period of Cover (Extended Warranty)

The Period of Cover (Extended Warranty) commences from the later of:

- the date You purchase Your Policy; and
- the expiry of the Manufacturer Warranty.

The Period of Cover (Extended Warranty) will be different depending on whether Your Policy is a Product Repair Plan or a Product Replacement Plan. We explain the end date for each plan below.

Product Repair Plan

Product Repair Plan is only available on products where the Original Purchase Price is more than \$500.

The Period of Cover (Extended Warranty) under the Product Repair Plan will end at the earlier of:

- 2, 3 or 4 years (as applicable - Your Certificate will identify which period is applicable) 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 Brightside Total Product Cover Insurance otherwise ends (for example, if Your Brightside Total Product Cover Insurance is cancelled or Your Product is replaced under Your Brightside Total Product Cover Insurance).

You are only covered for failures that occur after the expiry of any Manufacturer Warranty. The cover will not apply to the extent Your Product is otherwise covered and able to be claimed under a Manufacturer Warranty applicable to Your Product.

If Your Product is replaced by the manufacturer, Your Brightside Total Product Cover Insurance and the expiry date of Your Brightside Total Product Cover Insurance remains the same.

Your Brightside Total Product Cover Insurance ends when the Period of Insurance ends.

Product Replacement Plan

Product Replacement Plan is only available on products where the Original Purchase Price is equal to or less than \$500.

The Period of Cover (Extended Warranty) will end at the earlier of:

- 1, 2 years from the expiry of the Manufacturer Warranty; or
- 5 years from the date You purchased Your Product; or
- the time Your Brightside Total Product Cover Insurance otherwise ends (for example, if Your Brightside Total Product Cover Insurance is cancelled or Your Product is replaced under Your Brightside Total Product Cover Insurance).

If Your Product is replaced by the manufacturer, Your Brightside Total Product Cover Insurance and the expiry date of Your Brightside Total Product Cover Insurance remains the same.

Your Brightside Total Product Cover Insurance ends when the Period of Insurance ends.

Part 1 - Accidental Damage Cover

IMPORTANT: All tablet and mobile phone devices are required to be kept in a suitable Protective Cover at all times. Failure to adhere to this will result in denial of a claim under the Accidental Damage Cover.

What is Covered

Subject to the applicable Excess, No Cover Period, terms and conditions, exclusions and limitations of Your Brightside Total Product Cover Insurance, We agree that during the Period of Cover (Accidental Damage), should Your Product suffer Accidental Damage, We will at Our sole discretion, repair or replace Your Product. If Your Product is repaired it may be repaired with new or refurbished parts. If in Our view it is not possible or economical to repair Your Product then We will replace Your Product with a Replacement Item that is its nearest equivalent. Where only a part or parts of Your Product has been damaged, We will only pay for the repair or replacement of that particular part or parts.

We will at Our sole discretion indemnify You by repair or replacement of Your Product, provided that Our liability does not exceed the lowest of the following amounts:

- the cost of repair; or
- the cost of such a Replacement Item; or
- the Original Purchase Price of Your Product.

If Your claim is accepted under Your Policy, You will be required to pay the Excess applicable as outlined on Your Certificate prior to any repairs taking place or receiving a Replacement Item

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

The value of the Replacement Item shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the Replacement Item may have a lower selling price and might not be made by the same manufacturer as Your Product. Replacement price differences, if any, will not be refunded.

When a suitable Replacement Item is not available, We will provide You with a Replacement Item with the same or equivalent capabilities and specifications. We will not provide a cash settlement as this policy is strictly a repair and replacement policy. As soon as a suitable equivalent item is replaced under this Policy, Your Brightside Accidental Damage Cover will cease. You will have no further Cover for the Replacement Item.

Additional Benefit available for Part 1 - Accidental Damage Cover

Worldwide Cover

It doesn't matter where You travel in the world, if Your Product suffers Accidental Damage during a return journey (i.e. the journey should start and end in Australia) of not more than 28 consecutive days, cover under the Part 1 - Accidental Damage Cover will apply. Please refer to the terms, conditions and exclusions of this Policy. We will only settle the claim when You and Your Product are back in Australia. You will still need to meet any applicable claims requirements, such as the requirement to notify Us within 14 days of the Accidental Damage occurring.

No Cover Period

We will not cover You for the first 30 days from the commencement of the Period of Cover (Accidental Damage). If Your Product suffers Accidental Damage during the No Cover Period, they are considered pre-existing conditions and render the Product ineligible for cover under Part 1 - Accidental Damage Cover.

Any applicable No Cover Period does not affect Your coverage under any manufacturer's warranty. If, during the No Cover Period, Accidental Damage renders the Product ineligible for the cover under Part 1 - Accidental Damage Cover, We will cancel Your Brightside Total Product Cover and provide You with a full refund of the Brightside Total Product Cover premium You have paid (less any taxes and duties We cannot recover).

Exclusions Applicable to Part 1 - Accidental Damage Cover

Items not covered:

This Policy does not cover items such as docking stations, external modems, external speakers, secondary monitors, external mouse, external keyboard on notebooks, externally-attached devices, components, cases, monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as light bulbs, ceiling mount kit, memory disks or disk, disposable memory devices, carrying cases or stylus pens, or any other parts/components requiring regular maintenance.

Cover will not be available if the Accidental Damage to Your Product occurs:

- after the Period of Cover (Accidental Damage);
- after Your Product is replaced under Your Policy;
- after Your Product was repaired twice under Part 1 - Accidental Damage Cover;
- when Your Product is being delivered to a repairer not authorised by Us, or when someone is returning Your Product to You from a repairer not authorised by Us;
- while Your Product is made available to a person or entity other than You or:

- a member of Your immediate family who lives with You (However, We will provide cover for Accidental Damage which occurs whilst Your Product is in Your immediate family member's possession as long as Your Product is not being used for commercial purposes) ; or
 - a repairer authorised by Us following any Accidental Damage to Your Product.
- whilst on hire to a third party;
 - whilst on an aircraft, unless Your Product accompanies You as cabin baggage.

No cover is provided under this Policy for:

- any and all pre-existing conditions that occur prior to the commencement of the Period of Insurance and/or any Product sold used, damaged, or "as-is" from the retailer, distributor and or manufacturer when it was first sold;
- repairs that should be covered by an extended warranty, Your rights under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth) or are a result of a recall, regardless of Our ability to pay for such repairs;
- recovery or repossession of Your Product for any reason whatsoever;
- fraudulent or dishonest acts on Your part or with Your consent;
- theft and consequential loss of any kind;
- failure of Your Product caused by mechanical or electrical breakdown not resulting from Accidental Damage;
- any recovery or transfer of data stored on Your Product. We do not provide You any data recovery services under this cover;
- any damage to Your Product that is cosmetic only or does not otherwise affect its performance and/or functionality;
- wear and tear;
- Your Product if it has been repaired or attempted to be repaired by a person other than someone We have agreed to;
- the acquisition or destruction of Your Product by order of any government, public or statutory authority;
- Your Product if it is a tablet or mobile phone that has suffered damage whilst not kept in a Protective Cover;
- Your Product that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace Your Product;
- Accidental Damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Accidental Damage due to third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, Flood, acts of god or consequential loss of any nature;

- damage from abuse, misuse, introduction of foreign objects into Your Product, mechanical or electrical breakdown, unauthorized modifications or alterations to Your Product, failure to follow manufacturer's instructions;
- costs associated with the replacement of a SIM card;
- hand controller where the Insured Item is a games console;
- costs associated with investigative services where no problem can be found or where claim was found to be invalid.

Part 2 - Extended Warranty Cover

What is Covered:

Subject to terms, conditions, exclusions and limitations of Your Brightside Total Product Cover Insurance, Your Brightside Total Product Cover Insurance provides You with extra protection as follows: in the event Your Product suffers a break down as a result of Mechanical Failure or Electronic Failure, power surges, normal wear and tear that affects the functionality or operation of Your Product or environmental factors such as dust, internal overheating, internal humidity or condensation during the Period of Cover (Extended Warranty), We will cover Your Product as set out below.

Product Repair Plan

Under Your Brightside Total Product Cover Insurance, if Your Product:

- is covered by Product Repair Plan, and
- suffers a damage, failure or fault at any time during the Period of Cover (Extended Warranty), then (subject to the terms, conditions, exclusions and limitations of Your Brightside Total Product Cover Insurance) Your Product will be repaired to normal working order according to Product Repair Terms (see pages 20-21), even in circumstances where the need to repair Your Product arises due to normal wear and tear and the failure or fault does not amount to a major or minor failure to comply with one of the Consumer Guarantees under the Australian Consumer Law.

Product Replacement Plan

In the case of Your Product being covered by Product Replacement Plan under Your Brightside Total Product Cover Insurance We will always replace with a new product as set out in the Product Replacement Terms (see page 21) (subject to other terms, conditions, exclusions and limitations of Your Brightside Total Product Cover Insurance) rather than repair. Product Replacement Plan is only available on products where the Original Purchase Price is less than \$500.

The maximum amount payable by Us in relation to any one and all claims combined (meaning any and all claims under Part 1 - Accidental Damage Cover and Part 2 - Extended Warranty Cover) under Your Brightside Total Product Cover Insurance (excluding any repairs) will be the Original Purchase Price of Your Product (inclusive of GST).

If We settle Your claim by paying You the equivalent of the Original Purchase Price by paying You a cash settlement or by replacing Your Product, Your Brightside Total Product Cover Insurance comes to an end.

Additional Benefits Available for Part 2 - Extended Warranty Cover

Subject to other terms and conditions, limitations and exclusions of Your Brightside Total Product Cover Insurance, We will provide the following additional covers during the Period of Cover (Extended Warranty):

No Lemon Guarantee

This benefit is only applicable to Product Repair Plan and only applies to repairs made in Australia.

If Your Product has had 2 qualified service repairs under Your Brightside Total Product Cover Insurance and require a 3rd qualified service under Your Brightside Total Product Cover Insurance during the Period of Cover (Extended Warranty), We will replace Your Product as set out in the Product Replacement Terms (see page 21).

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.

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, Your Brightside Total Product Cover Insurance has You covered.

Food Spoilage

Only applies if Your Product is situated in Australia.

We will 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. You will be required to supply proof of Your loss.

Laundry Care

Only applies if Your Product is situated in Australia.

We will reimburse You for any reasonable laundry cleaning and /or drying services (excluding any dry cleaning services) that occurs as a result of a covered failure or fault if Your Product is a washing machine or clothes dryer. 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

Only applies if Your Product is situated in Australia.

If You live more than 30km from Our designated service centre or Your Product is greater than 7kg in weight, We will cover any freight costs associated with the handling of Your Product, during the claims process. If You live within 30km from one of Our designated service centres and Your Product is less than 7kg in weight You will be required to take Your Product to that designated service centre and pick up the replacement or repaired item at Your own cost. If You are unable to do this please contact Our Brightside Cover Team on 1300 622 833.

If Your Product requires a service call, under Your Brightside Total Product Cover Insurance 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 must reimburse Us this amount. See also Assessing Your Claim and Responsibility for Associated Costs on pages 25-26.

Surge Protection

We will cover You under Your Brightside Total Product Cover Insurance even if Your Product suffers a break down caused by an 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 as per the Product Replacement Terms outlined in this document (see page 21).

The 21 day Repair Time 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 Time Guarantee.

Worldwide Cover

It doesn't matter where You travel in the world, if Your Product suffers a covered failure or fault, We will pay up to AUD\$200 of the cost of the repair. You will need to contact Us prior to having Your Product repaired under Your Brightside Total Product Cover Insurance 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 Brightside Total Product Cover Insurance. Alternatively You may elect to have Your Product repaired on return to Australia 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 Australia as stated above, but wait for the replacement of Your Product from Us or payment on return to Australia. The replacement will be done according to the Product Replacement Terms on page 21. You cannot claim both the cost of repair and replacement.

Loan Product

This benefit will only apply to repairs completed in Australia.

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 if a suitable compatible loan product is available for hire. 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 will be destroyed upon return and We take no responsibility for such destroyed data.

How We Settle Claims Under Part 2 - Extended Warranty Cover

Product Repair Terms for Part 2 - Extended Warranty Cover

Applicable only if Your Product is situated in Australia.

Refurbished parts may be used to repair the goods. All parts used will hold a minimum guarantee period regardless of Period of Insurance.

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.

Under Part 2 - Extended Warranty Cover, if Your Product is covered by Product Repair Plan under this Brightside Total Product Cover Insurance, and is not economically repairable, We will replace Your Product with a new product as set out in the Product Replacement Terms (see page 21).

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

Product Replacement Terms for Part 2 - Extended Warranty Cover

Applicable only if Your Product is situated in Australia.

Under Part 2 - Extended Warranty Cover, if Your Product is covered by Product Replacement Plan under Your Brightside Total Product Cover Insurance, We will replace Your Product with a new product that is its nearest equivalent. 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.

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 Brightside Total Product Cover Insurance may have a lower selling price and is not limited to the original manufacturer brand of Your original product. Replacement price differences, if any, will not be refunded.

When a suitable replacement is not available, We will give You a cash settlement for what it would cost Us to replace Your Product. The value of any cash settlement (including GST) that We give You under Your Brightside Total Product Cover Insurance will not exceed the Original Purchase Price of Your Product. Payment to You or replacement of Your Product shall constitute fulfilment of this Brightside Total Product Cover Insurance and bring Your Policy to an end.

Exclusions Applicable to Part 2 - Extended Warranty Cover

Nothing in Your Brightside Total Product Cover Insurance excludes, restricts or modifies Your rights under the Australian Consumer Law.

Your Brightside Total Product Cover Insurance 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 the Policy 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 authorised by Us;
6. Repairs or replacements that have been organised without following the claims procedure listed in this document or without Our authority;
7. Except where specifically mentioned in Your Brightside Total Product Cover Insurance, 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 Brightside Total Product Cover Insurance;
9. Except where specifically mentioned in Your Brightside Total Product Cover Insurance, costs associated with installation, uninstalling, dismantling, or re-installation of Your Product;
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 Brightside Total Product Cover Insurance 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 Brightside Total Product Cover Insurance;
14. Accessories such as, but not limited to, 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 from any cause;
 - 15.5 Accidental Damage from any cause after the Period of Cover (Accidental Damage) has expired;
 - 15.6 Rust, corrosion or mould;
 - 15.7 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 Failure 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 \$500, unless they came with Your Product;

18. Any single claim amount which exceeds the Original Purchase Price of Your Product (except for repair of Your Product);
19. Any failure of Your Product to properly operate outside the Period of Insurance of Your Brightside Total Product Cover Insurance.

If You would be covered under this Policy for the relevant failure but another policy covers You for all or part of the relevant damage, if You are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, We will not pay Your claim to the extent the failure is covered by the other policy. See Other Insurance on page 26.

Additional Benefits Applicable to Both Part 1 - Accidental Damage Cover and Part 2 - Extended Warranty Cover

Technical Assistance

During the Period of Insurance, We will provide You with advice on technical problems in relation to Your Product during the hours of Monday to Friday 9:00am to 5:00pm EST (excluding public holidays). You can access this advice by calling 1300 622 833 or You can submit Your inquiry by emailing: customerservice@brightsidecover.com.au.

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. The assistance You receive will be based on the latest technical knowledge available to Our agents at the time of Your enquiry.

Fully Transferable

If You sell or give away Your Product You can transfer this Brightside Total Product Cover Insurance to the new owner at no charge. Simply contact the Brightside Cover Team within seven days (7) of the sale or transfer.

Please provide a copy of the Receipt and this document to the new owner on transfer.

Other Important Information

Data storage

If Your Product is capable of storing User Generated Data it is possible that repairing Your Product may result in the loss of Your User Generated Data. We recommend You back up Your data.

Keep proof of ownership and purchase of Your Product

When You make a claim We will require proof that You own and purchased Your Product and of its value or Your claim may not be paid. Please ensure that You keep Your original

purchase Receipt and Your Policy documents that record the purchase of both Your Product and Your Policy. If We require any further evidence We will advise You what We require. If You cannot provide the information We reasonably require We may not accept Your claim.

Whose property does the product (and its data where relevant) become after a claim is paid?

If Your Product is replaced or a cash settlement is made under Your Policy, the faulty item will become Our property.

If Your Product has data stored on it and it becomes Our property under the claim settlement, We will as part of the claim, destroy any data stored on Your Product. If We are unable to remove the data for some reason, We will destroy Your Product the data is stored on. We will take all steps to ensure no private data is accidentally disclosed or released.

How to Make a Claim?

If:

- Your Product breaks down during the Manufacturer Warranty period (i.e. before the commencement of the Period of Cover (Extended Warranty)); and
- Your Product is not covered by Accidental Damage cover (for example, if the damage is not Accidental Damage or if the Period of Cover (Accidental Damage) has ended), contact the manufacturer to remedy the fault under the terms of the Manufacturer Warranty. You may also be entitled to alternative rights and remedies from the selling retailer and/or the manufacturer under Australian Consumer Law.

Claim procedures in general:

If You are claiming under Your Brightside Total Product Cover Insurance during the Period of Insurance, 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;
- call the Brightside Cover Team 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 members will verify Your details and assist You with Your claim. Please have Your Certificate ready before phoning; or
- enforce Your rights and remedies against the retailer You have purchased the Product if there has been a breach of a Consumer Guarantee under the Australian Consumer Law (for details of the retailer's returns policy contact the retailer) and not claim under this Brightside Total Product Cover Insurance.

If You are claiming under Part 1 - Accidental Damage Cover, You must notify Us within 14 days of the Accidental Damage occurring. We may extend this time where it is satisfied that notice is given at the earliest possible opportunity. You can do this online www.brightsidecover.com.au/mycover or by calling 1300 622 833.

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.

Excess: Any applicable Excess must be paid at the time You lodge a claim for assessment unless We expressly agree otherwise.

You must keep Your Product in good condition and repair. Any failure to operate caused by poor maintenance is not covered under Your Brightside Total Product Cover Insurance. 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.

Assessing Your Claim and Responsibility for Associated Costs

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.

When You make a claim, We may in some circumstances, require You to:

- dismantle Your Product; or
- authorise Us to dismantle Your Product, so We can assess Your claim for the relevant loss or damage and/or decide if it is valid.

If You do not agree We may refuse to assess or pay Your claim. Where We determine that the claimed failure is not covered by Your Brightside Total Product Cover Insurance, 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).

Goods and Services Tax (GST)

Any claim payments made under Your Policy will be based on GST inclusive costs. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, We will reduce any claim under Your Policy by the amount of such input tax credit.

When We May Cancel Your Policy

We can cancel Your Policy where permitted by law. For example, if You do not comply with Your Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with your Duty of Disclosure or misrepresented information when You entered into Your Policy.

Other Insurance

If any fault covered under Your Policy is covered under another insurance policy, You must give Us details of such insurance.

Where You would be covered under Your Policy for the relevant failure but another policy under which You are the contracting insured also covers (all or part of) the relevant fault, You can choose which policy(ies) to claim under.

Where You would be covered under Your Policy for the relevant fault but another policy covers You for all or part of the relevant damage, if You are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, We will not pay Your claim to the extent Your damage is covered by the other policy.

If You make a claim under one insurance policy and You are paid the full amount of Your claim, You cannot make a claim under the other policy.

If You make a claim under another insurance policy (or if another insurance policy does not cover the damage) and You are not paid the full amount of Your claim, We will make up the difference where covered by Your Policy.

We may seek contribution from Your other insurer. You must give Us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer.

Recovery

We may, at Our discretion, undertake in Your name and on Your behalf, control and settlement of proceedings for Our own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by Your Policy.

You are to assist and permit to be done, all acts and things as required by Us for the purpose of recovering compensation or securing indemnity from other parties to which We may become entitled or subrogated, upon Us paying Your claim under Your Policy regardless of whether We have yet paid Your claim and whether or not the amount We pay You is less than full compensation for Your loss.

These rights exist regardless of whether Your claim is paid under a non-indemnity or an indemnity clause of the Your Policy.

The General Insurance Code of Practice

The Insurance Council of Australia has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the Insurance industry. We are a signatory to the Code.

You can obtain a copy of the Code from the Insurance Council of Australia website at insurancecouncil.com.au or by phoning (02) 9253 5100.

Duty of Disclosure

Your Duty of Disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

The duty applies until We first agree to insure You. It also applies until We agree to any variation, extension, reinstatement or renewal (as applicable).

Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

How Complaints/Disputes are Resolved

If a problem does arise, please call the Brightside Cover Team on 1300 622 833 or email: customerservice@brightsidecover.com.au. If the matter cannot be determined 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 Brightside Cover will inform You of the outcome within 15 working days of receiving Your letter.

If You are not satisfied with the outcome of Your complaint, Your dispute may also be referred to the Financial Ombudsman Service (FOS), which is an independent external dispute resolution body. For more information contact FOS:

Mail: GPO Box 3, Melbourne VIC 3001
Telephone: 1300 780 808 (local fee applies)
Fax: (03) 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

Financial Claims Scheme

Hollard is an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Hollard is exempted from the requirements to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and could not meet Our obligations under Your Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Please refer to www.apra.gov.au or call the APRA Hotline on 1300 558 849 for more information.

Definitions

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

Accidental Damage: means physical damage which occurs as a result of a sudden, unforeseen and unexpected event. The event must arise from a single identifiable incident.

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

Brightside Cover: ICF Protection Plus Pty Ltd trading as Brightside Cover.

Brightside Total Product Cover Insurance: means the Brightside Total Product Cover Insurance that You have purchased.

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.

Certificate: means a document We issue which includes Your details, Your Product details, the Policy number together with the details of Cover, Premium and other Policy details.

Cookware Pack: means Your Product which consists of upright cookers, ovens, steam ovens, cooktops and range hoods which is purchased at the same time and will be used and installed at one location. A Cookware Pack can be made up of up to 1 of each product to create a bundle pack, will be deemed as 1 (one) Product and 1 (one) Brightside Total Product Cover can be purchased to cover the complete pack.

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 Australian Consumer Law.

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.

Excess: means the amount You have to pay each time You make a claim for each of Your Product. The applicable Excess will be stated in Your Certificate.

Flood: means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

[Note: This Policy does not cover loss or damage caused by or arising from Flood]

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.

Manufacturer Warranty: means any express warranty that applies to Your Product provided by the manufacturer of Your Product which is applicable in Australia.

It does not include:

- any Consumer Guarantee applicable under the Australian Consumer Law; or
- any insurance, for example extended warranty insurance or home and contents insurance (Please see the Other Insurance section which applies to insurance on page 26).

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 Purchase Price: means the amount shown on the Receipt being the cost of Your Product (inclusive of GST).

Period of Cover (Accidental Damage): means the period during which You have cover under Part 1 - Accidental Damage cover.

Period of Cover (Extended Warranty): means the period during which You have cover under Part 2 - Extended Warranty cover.

Period of Insurance: means the period during which You have cover under Your Brightside Total Product Cover Insurance as set out under the heading Period of Insurance and Period of Cover.

Policy means the insurance policy that You have purchased comprised of this document, the Certificate, any endorsement and/or other document that We tell You forms part of Our agreement with You.

Product Repair Terms: means the paragraphs in this document under the heading “Product Repair Terms for part 2 - Extended Warranty Cover”.

Product Replacement Terms: means the paragraphs in this document under the heading “Product Replacement Terms for part 2 - Extended Warranty Cover”.

Protective Cover: means a cover or case specifically designed to protect portable electronic devices from damage.

Receipt: means the receipt and/or tax invoice for the purchase of Your Product.

Replacement Item: means an item We supply to You in settlement of a claim.

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, Range hoods, 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 (and includes any subsequent owner who is notified in accordance with the terms of this policy to Us).

Your Product: means the product that You purchased new (or where the first Insured purchased new if the Policy was transferred to any subsequent owners of the covered product) and in Australia that is named on the Certificate and shown to be covered under Your Brightside Total Product Cover Insurance.

We, Us, or Our: The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473) (AFSL 241436) acting through its agent ICF Protection Plus Pty Ltd trading as Brightside Cover.

Jurisdiction and Choice of Law

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

Privacy Statement

We (in this section, “We”, “Our” and “Us” includes Hollard and its representatives such as Brightside Cover) value Your privacy. Our Privacy Policy, available at www.hollard.com.au/privacy-policy.aspx or by calling Us on 02 9253 6600 or email customercare@hollard.com.au, sets out how We protect Your personal information. We collect, store and use Your personal information to provide You with and inform You about insurance and insurance related services. To do this We may communicate Your personal information to Our service providers that assist Us in managing Your cover and Our relationship with You. This will always be done as permitted by the relevant privacy legislation.

If You wish to stop receiving information about new insurance and insurance related services You can call Brightside Cover or email Brightside Cover at customerservice@brightsidecover.com.au. You also have a right to access and correct Your personal information held by Us. If You would like to do this please call Brightside Cover.

If You do not want to receive any marketing information You can opt out by contacting Brightside Cover on the numbers set out in this document.

Contacting the Brightside Cover team and Confirming Transactions

If You need to contact Us for any reason, please contact: Brightside Cover Team on 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 Total Product 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/help.

Part B: Financial Services Guide

This Financial Services Guide (FSG) has been designed to help You make an informed decision about the financial services that:

- The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473) (**Hollard**), AFSL 241436 of Level 12, 465 Victoria Avenue, Chatswood NSW, 2057, telephone number 02 9253 6600; and
- ICF Protection Plus Pty Ltd (ABN 27 139 212 972, AFSL 475125), trading as Brightside Cover of Suite 1, Building B, 34-46 Brookhollow Avenue, Baulkham Hills NSW, 2153 (**Brightside Cover**).

(collectively **We, Us, or Our**) can provide to You in relation to the insurance described in Part A Product Disclosure Statement (**PDS**). It also contains information about how We and others are remunerated for providing these financial services and how Our complaints are dealt with.

When this insurance is arranged You receive the PDS (see Section A of this document). The PDS provides important information on the significant features and benefits of the insurance and is designed to assist You in making an informed decision about whether to buy it. The PDS may consist of more than one document.

Any advice that is provided to You is general in nature and does not take into account Your individual objectives, financial circumstances or needs. Before You make any decisions about the insurance, You should read the PDS carefully to ensure that it is suitable for You.

About the Insurer

This insurance is underwritten by Hollard. See About the Insurer on page 11 of the PDS section for more details.

About Brightside Cover

Please see About Brightside Cover on page 11 of the PDS section for more details.

Important Information You Should Know

In providing the above services We have not and will not consider whether this insurance is appropriate for Your personal objectives, financial situation or needs as We do not provide such services to You. Therefore You need to consider the appropriateness of any information given to You, having regard to Your personal circumstances before purchasing the insurance. If You require personal advice, You need to obtain the services of a suitably qualified adviser.

Compensation Arrangements

Brightside Cover (including their representatives) are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims in relation to representatives/ employees of Brightside Cover who no longer work for it (but who did at the time of the relevant conduct). See Financial Claims Scheme on page 28 of the PDS section for information regarding Hollard.

Remuneration

The premium for this insurance is payable to Hollard as insurer.

Brightside Cover is also remunerated by Hollard for providing services on behalf of Hollard. This is a percentage of the premium that You pay for this insurance (after excluding any taxes and duties) and is only paid if You buy it. Brightside Cover may also receive a profit share commission where certain profitability criteria is met. Employees and representatives of Brightside Cover receive an annual salary, which may include an annual bonus, which can be based on performance or other criteria.

The above remuneration is included in the premium You pay.

If You would like more information about the remuneration that Brightside Cover receives, please call 1300 622 833 or email customerservice@brightsidecover.com.au. This request should be made within a reasonable time after this FSG is provided to You and before the financial services are provided to You.

If You Have a Complaint

If You have a complaint in relation to the financial services provided by Hollard or Brightside Cover, their employees or representatives please see How Complaints/ Disputes are Resolved clause on page 28 of the PDS section for more details.

Privacy Statement

Hollard and Brightside Cover are committed to ensuring the privacy and security of Your personal information. They adhere to the Privacy terms set out in the PDS Section of this document (see page 32).

How to Contact Us

You can contact Hollard or Brightside Cover using the contact details outlined in this FSG. Please keep this document in a safe place for Your future reference.

Contacting the Brightside Cover team

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

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This booklet contains information about the Brightside Total Product Cover product and services. The information was current at the date of preparation.

www.brightsidecover.com.au

call: 1300 622 833

Policy terms and conditions apply. Brightside Total Product Cover is underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473, AFSL 241436 and is issued under binder and administered by ICF Protection Plus Pty Ltd ABN 27 139 212 972, AFSL 475125, trading as Brightside Cover. © Copyright 2017

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